

## **Woodinville South Donation and Closing Documents**

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**DONATION AGREEMENT**  
(Woodinville Subdivision - South Rail Line)

THIS DONATION AGREEMENT is made and entered into as of the 12 day of MAY, 2008, by and between BNSF RAILWAY COMPANY ("BNSF"), the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port") and KING COUNTY, a political subdivision of the State of Washington ("County").

RECITALS

A. BNSF owns certain real property (the "Woodinville Subdivision," or "Subdivision") in King County, Washington and Snohomish County, Washington, and operates over such Subdivision, a railroad line from the City of Renton, Washington to the City of Snohomish, Washington.

B. The Port desires to enter into this Agreement for the acquisition of a portion of such BNSF property and railroad facilities thereon.

C. BNSF is willing to donate the South Rail Line (defined below) portion of the Subdivision in the manner described in this Agreement.

D. The County desires to use the Railbanked Portion (defined below) for public trail and other transportation purposes following the acquisition of the Woodinville Subdivision by the Port, and, accordingly, the County and BNSF will enter into at Closing an agreement for railbanking and for public space pursuant to and in accordance with 49 C.F.R. 1152.29 and Section 8(d) of the National Trails System Act (also known as the "Rails-to-Trails Act"), 16 U.S.C. 1247(d) (collectively, and as any of the foregoing may be amended or interpreted before Closing by binding judicial or administrative authority, the "Railbanking Legislation").

E. The Port at Closing will grant the County a Public Multipurpose Easement for the County's use of the Railbanked and Wilburton Portions.

F. This Agreement concerns the South Rail Line portion of the Subdivision. The North Rail Line portion of the Subdivision, as defined with greater specificity herein, is the subject of a separate Purchase and Sale Agreement between the Port, County and BNSF, and is not the subject of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Section 1. Definitions and Exhibits.**

1.1 **Definitions.** For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning set forth below:

**Agreement.** This Donation Agreement.

**Assignment.** The Assignment and Assumption of Leases and Licenses concerning the Property substantially in the form attached hereto as Exhibit E.

Bill of Sale. The Bill of Sale in the form attached hereto as Exhibit H.

Closing. The consummation of the transaction contemplated in this Agreement.

Closing Date. September 30, 2008, provided that BNSF may elect to extend the Closing Date to no later than December 29, 2008.

Contract Date. The date upon which this Agreement shall be deemed effective, which shall be the date first above written.

Deed. A quitclaim deed in the form attached as Exhibit B.

Entry Agreement. Collectively, those certain Entry Agreements entered into between BNSF and Port and BNSF and County as originally executed and hereafter amended concerning the entry by Port and County respectively onto the Woodinville Subdivision for purposes of conducting inspections of the Woodinville Subdivision.

Escrow Agent. Pacific Northwest Title Company.

Fiber Optic Agreements. Those Third Party Leases/Licenses concerning fiber optic or other telecommunication facilities located on the Property.

North Agreement. That certain agreement dated as of the date hereof between BNSF, Port and County concerning conveyance by BNSF to Port of the North Rail Line.

North Rail Line. The real and personal property comprising the Woodinville Subdivision north of milepost 23.45 in Woodinville, and the Redmond Spur. The North Rail Line is the subject of the North Agreement, is not the subject of this Agreement, and is not part of the Property as defined herein.

Other Agreements. Means the Entry Agreement, the North Agreement, the Railroad Right of Way License, the Trail Use Agreement, and the Public Multipurpose Easement.

Property. The tracts or parcels of land situated in King County, Washington, described in Exhibit A attached hereto (the "Land") that makes up the South Rail Line, together with:

All of BNSF's right, title, and interest in and to the buildings (if any) located on the Land (the "Buildings");

All of BNSF's right, title and interest in any tangible personal property and fixtures of any kind owned by BNSF and attached to or used exclusively in connection with the ownership, maintenance or operation of the Land or the Buildings, if any (the "Personalty"); and

All of BNSF's right, title and interest (subject to the provisions of the Assignment) in and to the Third Party Leases/Licenses other than the Fiber Optic Agreements as of the date of Closing.

Railbanked Portion. The South Rail Line less and except that portion between mileposts 10.6 and 11.25.

Redmond Spur. That portion of the Property extending from milepost 0.0 in Woodinville south to milepost 7.3 in Redmond.

Review Period. The period commencing on the Contract Date and ending at 5:00 p.m. on May 15, 2008.

South Rail Line. The real and personal property comprising the Woodinville Subdivision from milepost 23.45 in Woodinville south to milepost 5.0 in Renton, and not including the Redmond Spur, subject to the provisions of Section 4.5.

Third Party Leases/Licenses. The existing leases, franchises, occupancy agreements, licenses or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Property, as listed on Exhibit F attached hereto.

Trail Use Agreement. An agreement substantially in the form attached as Exhibit K to the North Agreement and to be entered into on or before Closing between BNSF and County concerning the Railbanked Portion.

Wilburton Portion. That portion of the Property extending from milepost 10.6 north to milepost 11.25.

Woodinville Subdivision. A rail corridor extending from approximately mile post 5.0 in Renton, Washington to and including the bridge structure at milepost 38.25 in Snohomish County, Washington, and including the Redmond Spur.

1.2 Exhibits. Attached hereto and forming an integral part of this Agreement are the following exhibits, all of which are incorporated into this Agreement as fully as if the contents thereof were set out in full herein at each point of reference thereto:

Exhibit A	Legal Description of the Property
Exhibit B	Form of Deed
Exhibit C	BNSF Disclosures
Exhibit D	Port and County Disclosures
Exhibit E	Form of Assignment of Third Party Leases/ Licenses
Exhibit F	List of Known Third Party Leases/ License
Exhibit G	[Intentionally Deleted]
Exhibit H	Form of Bill of Sale

## Section 2. Conveyance.

BNSF agrees to donate and convey to Port, and Port agrees to accept from BNSF, the Property. The parties agree it is appropriate for BNSF to retain P G P Valuation, Inc., at BNSF's expense, for a fair market appraisal of the Property, which would be available for the use of the parties as needed. At Closing BNSF will make a charitable contribution of the value of the Property to Port, (ii) Port shall take all actions and execute all documents that may be necessary or helpful to confirm that Port is a qualified donee described in section 170(c)(1) of the Code in connection with BNSF's charitable contribution of the Property to Port, and (iii) within 30 days of Closing, based on the fair market value appraisal, BNSF shall prepare and Port shall execute the Donee Acknowledgement section of Internal Revenue Service Form, 8283, Noncash Charitable

Contributions.

Section 3. Adjustments.

3.1 Third Party Leases/Licenses. BNSF shall be entitled to all sums due from any Third Party Leases/Licenses (collectively, "**Third Party Rents**") owing for the month in which the Closing occurs (regardless of when the Third Party Rents are paid) for the portion of the Property to which such Third Party Leases/Licenses relate. BNSF shall not receive a credit for any such Third Party Rents that are due but unpaid as of the Closing Date but Port shall remit to BNSF any such Third Party Rents received by it after such Closing. Port shall be entitled to any Third Party Rents owing for time periods after the month in which the Closing occurs (regardless of when the Third Party Rents are paid) for the portion of the Property to which such Third Party Leases/Licenses relate and BNSF shall pay to Port any such Third Party Rents received by BNSF, if any. Within 90 days after Closing BNSF shall pay to Port the amount, if any, of all rents under the Leases and all security deposits held by BNSF under the Leases.

3.2 [Intentionally Deleted]

3.3 Taxes and Monetary Liens.

(a) Taxes. There shall be no proration of taxes attributable to the Property. BNSF shall be liable for the payment when due of all taxes and assessments related to the Property, including without limitation real property ad valorem taxes, special benefit assessments and other governmental impositions (collectively, "**Taxes**"), for the time period up to Closing. From and after the Closing, to the extent any Taxes applicable to the Property are due and owing under applicable laws such Taxes shall be paid by Port except to the extent such taxes are paid by a Tenant pursuant to a Third Party Lease/License or applicable law. Each party shall indemnify, defend and hold the other harmless from the obligation to pay Taxes as set forth in this Section 3.3(a).

(b) Monetary Liens. Notwithstanding the provisions of Section 4, Port and County shall not be entitled to object to any monetary lien against BNSF which may appear of record as a monetary lien against the Property. BNSF shall pay such monetary liens asserted against BNSF and the Property, or if BNSF desires to contest such monetary lien, it may take reasonable and diligent steps to challenge the validity or amount of such lien and shall not be required to pay unless and until it is judicially determined to be valid. BNSF hereby indemnifies, defends and holds harmless the Port and County for all loss arising out of BNSF's failure to have a monetary lien so settled and satisfied.

(c) Notwithstanding the foregoing provisions of Section 3.3(b), neither Port nor County shall be entitled to object to the lien of any of BNSF's mortgages. Within one hundred eighty (180) days after the first meeting of BNSF's Board of Directors held after the Closing, BNSF shall deliver to Port, who shall place of record, good and sufficient releases of the liens of any mortgages on the Property securing indebtedness to which BNSF is obligated to pay and provide a copy thereof to County.

3.4 Closing Costs. BNSF shall pay one-half of any escrow or closing agent charges in connection with the Closing. Port, County and BNSF shall each pay their own attorneys' fees and costs in connection with the negotiation of this Agreement and the closing hereunder. Port shall pay the following closing costs:

- (a) the cost of recording the Deed;
- (b) the cost of any title insurance Port wishes to obtain in connection with the acquisition of the Property;

- (c) one-half of any escrow or closing agent charges in connection with the Closing;
- (d) all costs of any surveys, reports or other due diligence Port obtains or undertakes in connection with the transactions contemplated herein; and
- (e) all costs associated with any loan or other financing obtained by Port in connection with the acquisition of the Property.

#### Section 4. Inspections.

##### 4.1 Physical/Environmental Inspection.

(a) BNSF, as information only, has provided Port and County access to, or copies of, certain documents including those listed in Exhibit M attached to the North Agreement (such documents previously delivered and any additional items to be delivered as contemplated below are collectively referred to as the “**Property Reports**”). Port and County acknowledge and agree that BNSF does not represent the accuracy or completeness of the Property Reports and that Port and County will rely only on their own due diligence. If BNSF obtains knowledge (as defined in Section 5.3 of this Agreement) of any additional Property Reports in BNSF’s possession or the possession of its agents or contractors before the Closing Date that relate to items previously furnished then BNSF will promptly provide Port and County with copies of any such other Property Reports later received or obtained by BNSF relating to the Property. BNSF is not required to provide attorney-client or attorney work product materials or documents to Port or County. BNSF shall provide a description of any materials not provided to Port and County by BNSF because such materials are attorney-client or attorney work product.

(b) Subject to the terms of the Entry Agreement, BNSF will allow Port and County and their agents to have access to the Property for the purpose of conducting environmental due diligence as specified in Section 6 of this Agreement and subject to the requirements of the Entry Agreement. Port and County acknowledge that invasive testing, such as drilling or boring, is not allowed under the Entry Agreement. If Port and/or County desire to perform such testing Port and/or County shall submit a work plan to BNSF for its review and approval, which work plan must reasonably describe its intended testing. BNSF shall not unreasonably withhold, condition or delay its approval of such work plan. Upon BNSF’s written approval and provided Port and/or County as applicable has entered into BNSF’s standard license agreement for such testing, Port and/or County as applicable may then perform such testing in compliance with the terms of said license and the approved work plan.

(c) BNSF shall cooperate in good faith with Port’s and County’s due diligence activities and make appropriate employees, agents or contractors available to answer reasonable inquiries from Port and/or County concerning the condition of the Property, subject to the terms of Section 6 of this Agreement. BNSF shall cooperate in good faith to promptly provide additional information requested by the Port provided such information is not attorney-client privileged, attorney work product, confidential or proprietary, provided that sampling reports and data alone shall not be considered attorney-client privileged, attorney work product or confidential or proprietary under this Agreement.

(d) All Property Reports and other environmental studies, reports, plans, and information including, but not limited to, those listed in this Agreement, and delivered by one Party to the other shall be held in confidence by the Parties, their agents, employees, officers, directors and contractors, and will not be disclosed to any third party unless this disclosure is compelled by order of a court or is otherwise legally required to be produced, including under the Washington Public Disclosure Act, RCW ch. 42.56, or if the other Party consents in writing to the production of such materials. The Parties will inform their respective agents and contractors of the requirements of this Section 4.1(d) and shall require such agents and contractors

to comply with such requirements.

#### 4.2 Port and County Contingencies.

(a) Port and County shall have until the end of the Review Period to determine in their sole and absolute discretion (i) whether Port has obtained any necessary authorizations from its governing body, and (ii) if there are any physical conditions including, but not limited to, environmental conditions affecting the Property that BNSF is not willing to cure as contemplated herein and that are unacceptable to the Port or County in their sole discretion. If (i) the Port does not obtain the necessary authorizations from its governing body by the end of the Review Period or (ii) Port or County identify an existing condition affecting the Property (an “**Identified Condition**”) that is unacceptable to the Port or County in either entity’s sole discretion and such Identified Condition is not an Identified Condition that BNSF agrees in writing to Cure (defined below) pursuant to Section 7 of this Agreement, then Port and County may terminate this Agreement and the North Agreement together by written notice to BNSF received no later than the expiration of the Review Period. If either (i) both Port and County do so timely terminate this Agreement under this Section 4.2 (a) or (ii) the Port does so timely terminate this Agreement under this Section 4.2(a), then subject to Section 4.2(c) this Agreement and the North Agreement shall terminate and none of the parties shall have any further obligation hereunder except those that expressly survive termination.

(b) County shall have until May 15, 2008 to obtain any necessary authorizations from its governing body with respect to the transactions contemplated herein. If County does not obtain such authorizations it may terminate its rights and obligations under this Agreement and the North Agreement together by written notice to BNSF delivered no later than May 15, 2008.

(c) Notwithstanding the provisions of Section 4.2 (a) or (b), if the County exercises its right to terminate as stated above or pursuant to Section 4.3 below and the Port does not wish to so terminate then the Port may continue this Agreement in effect so long as Port has also elected to continue the North Agreement in effect in compliance with its terms in which case Port shall have until June 15, 2008 (the “**Extension Date**”) to assume on its own or find a third party replacement for the County’s obligations contemplated herein. If the Port does not find such a replacement then Port may terminate this Agreement and the North Agreement together by written notice to BNSF received no later than the Extension Date and none of the parties shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not terminated as contemplated in Section 4.2, the parties (except County if County has terminated and Port has not) shall proceed to Closing according to the remaining provisions of this Agreement. Promptly upon BNSF’s written request, Port and County shall deliver a copy of any written inspection report, survey or test result received by Port or County. If any of such items reveal any adverse conditions for which BNSF would be responsible for under Section 7 of this Agreement, BNSF may terminate this Agreement by written notice to Port and County by the end of the Review Period in which case none of the parties shall have any further obligation hereunder except those that expressly survive termination

4.3 Title/Survey Inspection. Port and County will have until May 15, 2008 to obtain any title reports, title commitments or surveys of the Property, to examine such reports, commitments or surveys, to determine whether Port and County will be able to obtain any title insurance endorsements they desire, and to identify any title or survey concerns it may have. If Port and County are not, for any reason, satisfied with the status of any such reports, commitments or surveys then Port or County may elect, by written notice to BNSF to terminate this Agreement and the North Agreement together by written notice to BNSF delivered no later than May 15, 2008, in which case none of the parties shall have any further rights or obligations hereunder, except for those which expressly survive any such termination. If Port or County fail to so give BNSF notice of its election by such date, it shall be deemed to have elected to waive any right to object to any title exceptions or defects.

Port and County shall have the right at any time prior to their respective election to terminate to waive any objections that it may have made and, thereby, to preserve this Agreement in full force and effect. Port and County shall promptly upon request deliver to BNSF a copy of any such title report, title commitment or survey obtained by Port or County.

4.4 Nature of Title. The Property shall be conveyed with no warranties of title except as stated below and shall be subject to all matters affecting the Property whether of record or not including but not limited to (i) the lien of unpaid taxes not yet due and payable; (ii) matters which would be disclosed by a current, accurate survey of the Property; and (iii) the rights granted to third parties pursuant to any Third Party Lease/License. Port and County acknowledge and affirm that BNSF may not hold fee simple title to the Property, that BNSF's interest in all or part of the Property, if any, may rise only to the level of an easement for railroad purposes. Port and County are willing to accept the Property on this basis. BNSF does represent and warrant that BNSF's ownership interest in and to the Property, even subject to the Third Party Leases/Licenses, is sufficient to permit railroad operations on the Property, including passenger railroad operations; and to permit BNSF to convey the Property as contemplated in this Agreement and the Other Agreements. Port and County acknowledge that BNSF's predecessor in interest to the Property acquired a railroad right-of-way ownership interest in portions of the Property from the United States of America, pursuant to Section 2 of the General Right-of-Way Act of March 3, 1875, and Port and County each agrees to the conditions and limitations imposed by this General Right-of-Way Act.

4.5 Modification of Property Description. Port shall have the right to modify the southern ending point of the South Rail Line to a point chosen by Port that is between the originally contemplated ending point at milepost 5.00 in Renton to a point no further north than the northernmost boundary of the parcel on which milepost 6.5 is located. Port may exercise this right by sending written notice of its election and milepost designation to BNSF no later than June 4, 2008. If Port timely exercises such right the applicable definitions in this Agreement shall be deemed modified to reflect such ending point designated in compliance with this Section and the parties shall cooperate with each other to appropriately amend any filings with the STB contemplated herein and modify the legal description attached as Exhibit A to reflect such change.

## Section 5. Representations and Warranties.

5.1 BNSF. As of the Contract Date and Closing Date, BNSF hereby represents and warrants to Port and County that the following statements are materially true except as may otherwise be disclosed on Exhibit C:

(a) BNSF is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to do business and in good standing in the State of Washington and has full power and authority to enter into this Agreement and to fulfill its obligations hereunder.

(b) BNSF has taken all corporate action necessary to authorize the execution and delivery by BNSF of this Agreement and the other documents to be delivered by BNSF at Closing and the performance of its obligations hereunder and thereunder.

(c) This Agreement and the other documents to be delivered by BNSF at Closing have been, or before the Closing Date will have been, duly authorized and executed (and acknowledged where necessary) and delivered by BNSF, and all other necessary actions have been, or before the Closing Date will have been, taken, so that this Agreement and all documents to be executed by BNSF pursuant hereto constitute, or before the Closing Date will constitute the legally valid and binding obligations of BNSF, enforceable against BNSF in accordance with their terms, except as the

enforceability of this Agreement may be subject to or limited by bankruptcy, or insolvency or other similar laws relating to or affecting the rights of contracting parties generally.

(d) The execution and performance by BNSF of this Agreement and the other documents to be delivered by BNSF at Closing do not violate or conflict with BNSF's articles of incorporation or bylaws or any law, court order, administrative agency order or regulatory agency order binding upon BNSF or any of its properties.

(e) BNSF has not received any written notice of and BNSF has no knowledge of any actual or pending litigation, proceeding or claim by any organization, person, individual or governmental agency against BNSF (i) that could materially impair BNSF's ability to perform its obligations under this Agreement, or (ii) asserting that BNSF does not have sufficient ownership interest in the Property for conducting railroad operations.

(f) BNSF has not received any written notice of and BNSF has no knowledge of any actual or pending litigation asserting through a claim of adverse possession or other prescriptive rights that BNSF does not own the Property or any portion of the Property.

(g) BNSF is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended and the Regulations promulgated pursuant thereto.

(h) BNSF has not received any written notice of and BNSF has no knowledge of any written notice from any governmental authority alleging any uncured existing violation of any applicable governmental laws, statutes, ordinances, rules, codes, regulations or orders, including Environmental Laws, affecting the Property or the conduct of railroad operations on the Property.

(i) Port and County will not, as a result of the execution of this Agreement or conveyance of any of the Property be bound by any labor contracts entered into by BNSF.

(j) BNSF has no knowledge of the existence at any time, whether still occurring or not, of any of the following activities on the Property:

- (1) fueling of trains or train related equipment;
- (2) treatment of railroad ties;
- (3) creosote treating operations;
- (4) above ground or underground storage tanks;
- (5) transformers; or
- (6) repair shops.

(k) To BNSF's actual knowledge, the Property is not subject to any leases, tenancies or rights of persons in possession, franchises, occupying agreements, unrecorded easements or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting the Property (collectively, "**Third Party Rights**") other than the Third Party Leases/Licenses. However, Port and County acknowledges that BNSF does not warrant beyond its actual knowledge that there are not other Third Party Rights. To BNSF's actual knowledge: the Third Party Leases/Licenses are in full force and effect in accordance with their respective terms, BNSF has not delivered or received a written notice of default that remains uncured under any Third Party Lease/License, or any other existing lease, franchise, easement, occupancy agreement, license or other agreement demising space in, providing for the use or occupancy of, or otherwise similarly affecting or

relating to, or affecting the Property, and no tenant thereunder has asserted in writing any claim that remains outstanding for offsets or credits to rent thereunder, except as disclosed in writing to Port.

(l) To BNSF's actual knowledge, the copies of the Third Party Leases/ Licenses, are true and correct copies of originals of such documentation in BNSF's possession.

5.2 Port and County. As of the Contract Date, Port and County individually hereby represent and warrant to BNSF that the following statements are materially true except as may otherwise be disclosed on Exhibit D:

5.2.1 Port:

(a) Port is a municipal corporation of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington, is authorized to do business in the State of Washington, and has full power and authority to enter into this Agreement and to fulfill its obligations hereunder.

(b) Port has taken all corporate action necessary to authorize the execution and delivery by Port of this Agreement and has taken or, before the expiration of the Review Period, will have taken, all corporate action necessary to authorize the execution and delivery of the other documents to be delivered by Port at Closing and the performance of its obligations hereunder and thereunder.

(c) This Agreement and the other documents to be delivered by Port at Closing have been, or before the Closing Date will have been, duly authorized and executed (and acknowledged where necessary) and delivered by Port, and all other necessary actions have been, or before the Closing Date will have been, taken, so that this Agreement and the other documents to be delivered by Port pursuant hereto constitute, or before the Closing Date will constitute the legally valid and binding obligations of Port, enforceable against Port in accordance with their terms.

(d) The execution and performance by Port of this Agreement and the other documents to be delivered by Port at Closing do not violate or conflict with the Port's charter or code or with any law, court order, administrative agency order or regulatory agency order binding upon Port or any of its properties.

(e) Port has received no written notice of any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against the Port concerning the Property.

(f) Port is a qualified donee as described in Internal Revenue Code Section 170(c)(1).

5.2.2 County:

(a) County is a political subdivision of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington, is authorized to do business in the State of Washington, and has full power and authority to enter into this Agreement and to fulfill its obligations hereunder;

(b) County has taken all corporate action necessary to authorize the execution and delivery by County of this Agreement and has taken, or before May 15, 2008, will have taken, all corporate action necessary to authorize the execution and delivery of the other documents to be

delivered by County at Closing and the performance of its obligations hereunder.

(c) This Agreement and the other documents to be delivered by County at Closing have been, or before the Closing Date, will have been duly authorized and executed (and acknowledged where necessary) and delivered by County, and all other necessary actions have been, or before the Closing Date will have been, taken so that this Agreement and the other documents to be delivered by County pursuant hereto constitute, or before the Closing Date will constitute, the legally valid and binding obligations of County, enforceable against County in accordance with their terms.

(d) The execution and performance by County of this Agreement and the other documents to be delivered by County at Closing do no violate or conflict with the County's charter or code or any law, court order, administrative agency order or regulatory agency order binding upon County or any of its properties.

(e) County has received no written notice of any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against County concerning the Property.

(f) County is a qualified donee as described in Internal Revenue Code Section 170(c)(1).

5.3 Miscellaneous. (a) As used in this Agreement, the phrase "BNSF's knowledge" or any derivation thereof shall mean the actual knowledge of the following persons, based on their reasonable inquiry in the file locations where the relevant information would normally be filed of: David P. Schneider, General Director of Real Estate; Bruce Sheppard, Manager Environmental Remediation, Carol Sanders, Regional Manager for Staubach Global Services, which provides property management services to BNSF with regard to the Property, and Jerome M. Johnson, Assistant Vice President, Network Development.

(b) It shall be a condition of the parties' respective obligation to Close that the representations and warranties of the other party contained in this Section 5 are true and correct in all material respects at the Closing Date as described herein. In the event that BNSF on the one hand or Port or County on the other learns that any of County's or Port's on the one hand or BNSF's on the other representations or warranties becomes inaccurate between the Contract Date and the Closing Date, BNSF or Port or County, as applicable, shall immediately notify the other parties in writing of such change. In the event the party whose representation or warranty becomes inaccurate (BNSF on the one hand or Port or County on the other the "**Representing Party**") cures such inaccuracy prior to the Closing Date this Agreement shall remain in full force and effect. If the Representing Party does not so cure such inaccuracy, the other party may pursue any remedy provided for in Section 10 (i.e., if BNSF's representations are inaccurate then County or Port may pursue such remedy and vice versa) provided, however, if the non-Representing Party closes with knowledge of any such inaccuracy then the representations and warranties of the Representing Party shall be deemed to be amended such that the applicable inaccuracy is an exception to the Representing Party's representations and warranties for all purposes under this Agreement. It shall not be a condition of either the County's or Port's obligations hereunder that the other's representations and warranties to BNSF are accurate, and County and Port shall not have enforcement rights as between each other as to such representations and warranties.

(c) In the event the non-Representing Party first learns after the Closing contemplated in this Agreement that any representations or warranties made by the Representing Party (as may be amended as provided above) were materially inaccurate as of the Closing Date, then the Representing Party shall reimburse the non-Representing Party for all out-of-pocket expenses incurred by the non-Representing Party as a result of such inaccuracy provided that (i) the non-Representing Party notifies the Representing Party in

writing within sixty (60) months after the Closing Date of such expenses and inaccuracy, and (ii) the Representing Party shall in no event be responsible for any consequential or punitive damages resulting from such inaccuracy. Notwithstanding anything to the contrary contained in this Agreement, the non-Representing Party shall have no right to recover from, or proceed against, the Representing Party in any manner whether based upon breach of contract, tort or otherwise upon the expiration of such sixty (60) month period except to the extent the non-Representing Party has so notified the Representing Party in accordance with the terms of this Agreement within such sixty (60) month period. Nothing in this Section 5 shall modify any obligations imposed on any of the Parties pursuant to Section 7 of this Agreement or as such obligations are incorporated into the Deed.

Section 6. Condition of Property. (a) Port and County have been, or by Closing will have been, allowed to make an inspection of the Property. Subject to BNSF's express representations, warranties and obligations under this Agreement and the Deed, **PORT AND COUNTY ARE PURCHASING THEIR INTERESTS IN THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, ARE NOT RELYING ON, AND HEREBY WAIVE ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF WITH RESPECT TO ANY MATTERS CONCERNING THE PROPERTY** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, or under the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the Third Party Leases/Licenses permits, orders, or other agreements, affecting the Property (collectively, the "**Condition of the Property**").

(b) Port and County individually represent and warrant for itself to BNSF that except for BNSF's express representations, warranties and obligations under this Agreement and the Deed, Port and County each has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF, the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing.

(c) Subject to BNSF's express representations, warranties and obligations under this Agreement and the Deed Port and County assume the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Port's or County's inspection and except to the extent of BNSF's express representations, warranties and obligations under this Agreement and the Deed, Port and County each waives, releases and discharges forever BNSF and BNSF's officers, directors, shareholders, employees and agents (collectively, "**BNSF Parties**") from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "**Losses**"), which Port or County might have asserted or alleged against BNSF Parties arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any

(c) (i) For Hazardous Substances released on the Property that BNSF has not agreed to Cure prior to Closing, whether or not BNSF has been notified under Section 7 (a) that such releases are an Identified Condition, BNSF shall pay to the Port or County the costs to investigate, remediate, respond to or otherwise cure (collectively "**Remediate**" or "**Remediation**") any such Hazardous Substance releases, or any violation of Environmental Laws prior to Closing, to the extent occurring as a result of the operations of BNSF or its corporate predecessors, or the agents, employees, invitees or contractors of BNSF or its corporate predecessors. BNSF shall pay to the Port or County such costs to Remediate as and when required by and in accordance with Environmental Laws to standards for the Property that the applicable regulatory agency would apply had the Property continued to be used as a freight railroad, and to standards for other affected properties that the applicable regulatory agency would apply for such properties. BNSF shall not be responsible for (1) any costs of Remediation to the extent the Port or County or their respective agents, contractors or invitees materially exacerbate the released Hazardous Substances during construction performed by or for Port or County (excluding superficial or *de minimis* activity performed by Port or County), or (2) any duplication of efforts by County or Port or their respective agents, contractors or invitees.

(ii) As among BNSF, Port and County, any Remediation for which this Section 7(c) applies would be carried out by the Port or County. BNSF shall cooperate with such Remediation.

(iii) The obligations of BNSF under this Section 7(c) apply only to Remediation ordered or approved by the applicable regulatory agency, provided that for Remediation approved by the applicable regulatory agency BNSF shall have agreed in writing to the Remediation prior to such approval, which agreement by BNSF shall not be unreasonably withheld, conditioned or delayed. The obligations of BNSF, Port and County under this Section 7(c) also apply regardless of which entity is issued an order by the applicable regulatory agency.

(d) Other than BNSF's obligations under this Section 7, as among BNSF, Port and County, Port and County will be responsible for all other costs of Remediation of Hazardous Substances released on or from the Property or violations of Environmental Laws.

(e) The Section 7 obligations running from BNSF to the Port and County, and the Section 7 rights running to BNSF from the Port and the County, will be allocated as between the Port and County in the manner separately agreed to by the Port and the County.

(f) The provisions of this Section 7 shall be included in the Deed and shall run with the land.

Section 8. Conditions to Closing. The parties' respective obligation to proceed to Closing under this Agreement is subject to the conditions precedent described in this Section 8:

8.1 Surface Transportation Board Approval Contingency.

(a) BNSF shall, at BNSF's sole expense, file one or more appropriate notices and/or petitions with the STB authorizing the abandonment of the Railbanked Portion and shall coordinate with County with respect to such filings. Within the prescribed time periods, County shall file with the STB a trail use/rail banking request for all of the Railbanked Portion of the South Rail Line, and BNSF shall concurrently file a letter concurring in the request. Prior to the Closing Date, County shall file with the STB a request for approval of the transfer from BNSF to County the right and/or obligation to restore rail freight service over the Railbanked Portion. In the event the STB does not approve such transfer to King County then Port shall file with the STB a request for approval of the transfer of such right and/or obligation to the Port or to another

Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Losses for injury or death of any person, and (c) Losses arising under any Environmental Law enacted after transfer. The term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Model Toxics Control Act, the Water Pollution Control Act, laws concerning above ground or underground storage tanks, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

BNSF, Port and County acknowledge that BNSF's willingness to convey the Property reflects that the Property is being conveyed subject to the provisions of this Section 6 which provisions shall be included in the deed and which shall be covenants running with the Land.

#### Section 7. Environmental Obligations.

(a) Consistent with Section 4.2 of this Agreement, if, prior to the expiration of the Review Period, the Port or County notifies BNSF in writing of an existing condition affecting the Property (an "**Identified Condition**") that is unacceptable to the Port or County, as determined by the Port and County in their respective sole and absolute discretion, and BNSF does not verify in writing by the earlier of: (i) fifteen (15) business days thereafter or the end of the Review Period, that such Condition is a condition that BNSF is obligated to Cure in a manner acceptable to the identifying Party pursuant to this Section 7, then the Port or County may terminate this Agreement and the North Agreement together, by written notice to BNSF in accordance with the provisions of Section 4.2 of this Agreement. If the Port or County timely notifies BNSF in writing of an Identified Condition, the Port, County and BNSF shall negotiate diligently and in good faith to reach agreement on Curing such condition. If the portion of the Property affected by an Identified Condition can be excluded from the conveyance without materially interfering with Port's and County's future use of the Property, as determined by the Port and County (as applicable) in their respective sole and absolute discretion, then BNSF may affect Cure prior to Closing by excluding such affected portion of the Property and to the extent so excluded BNSF shall have satisfied its obligations under this Agreement to Cure the portion of the Property so excluded, provided, however, that any such Cure by exclusion must first be agreed to in writing by the Port and County. If Port and County do not terminate this Agreement under Sections 4.2 and 7(a) and proceed to Closing, they shall not be deemed to have waived or released BNSF from any obligations to Cure set forth in Section 7(c), below.

(b) BNSF shall be responsible to investigate, remediate, respond to or otherwise cure (collectively, "**Cure**") as and when required by and in accordance with Environmental Laws any Identified Condition that concerns a release of Hazardous Substances on the Property occurring prior to the Closing or a violation of Environmental Laws concerning the Property occurring prior to the Closing to the extent that BNSF has agreed to Cure, and to the standards that BNSF has agreed to satisfy, in writing prior to the expiration of the Review Period. Notwithstanding the preceding sentence, BNSF shall not be responsible to Cure any such Identified Conditions to the extent Port or County or their respective agents, or contractors materially exacerbate such Identified Condition during construction performed by or for Port or County, excluding superficial or *de minimis* activity performed by Port or County. Further, BNSF shall not be responsible to Cure any Identified Condition that was not caused by BNSF or its agents, contractors or invitees. Port and County shall cooperate with BNSF in its efforts to Cure any Identified Condition concerning a release of Hazardous Substances on the Property.

entity designated by Port and approved by STB. As part of the Trail Use Agreement to be delivered at Closing, BNSF shall transfer to County, and County shall accept, at Closing the right and/or obligation to the reactivation rights on the Railbanked Portion on the Closing Date.

(b) In the event that the STB does not approve of all of the items contemplated in subsection (a) above prior to or at the Closing then any Party who has not breached its obligations in (a) above may extend the Closing Date by delivering notice to the other parties prior to or on the Closing Date in which case the Closing Date shall be extended to a date that is no later than December 29, 2008 to give additional time to satisfy the foregoing conditions and the parties shall proceed with the terms of this Agreement except that if the foregoing conditions are not satisfied by such extended Closing Date then this Agreement and the North Agreement shall terminate unless all the Parties agree in writing to a further extension. Upon such termination, none of the parties shall have any further obligation hereunder except those that expressly survive the termination of this Agreement.

#### 8.2 Other Conditions Precedent to Closing.

(a) Each party's obligation to Close is conditioned upon the other party to this Agreement having performed and satisfied each and all such other party's obligations under this Agreement.

(b) Each party's obligation to Close is conditioned upon the simultaneous Closing on the conveyance of the North Rail Line by BNSF consistent with the terms of the North Agreement.

In the event any of the foregoing conditions in this Section 8.2 are not satisfied prior to or at the Closing then, subject to Section 5.3 hereof, either Party may pursue the remedies set forth in this Agreement or the North Agreement, to the extent applicable.

#### Section 9. Closing.

9.1 Time and Place. Subject to the terms of this Agreement, the Closing shall take place on the Closing Date at the Pier 69 offices of the Port or such other location as is mutually agreeable to Port and BNSF.

9.2 Closing Deliveries. At the Closing, BNSF, Port and County (as applicable) shall execute and deliver to the appropriate party the following documents (all of which shall be duly executed, and witnessed and/or notarized as necessary):

(a) [Intentionally Deleted]

(b) The Deed conveying the Property.

(c) A Closing Statement in form and substance mutually satisfactory to Port, BNSF and County.

(d) Such transfer tax, certificate of value or other similar documents customarily required of BNSF in the county in which the Property is located.

(e) Such further instructions, documents and information, including, but not limited to a Form 1099-S, as the other party may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement.

(f) The Assignment.

(g) [Intentionally Deleted]

(h) The Bill of Sale.

(i) [Intentionally Deleted]

(j) The Trail Use Agreement.

(k) The Public Multipurpose Easement, in substantially the form as attached as Exhibit L to the North Agreement or as otherwise agreed to by the Port and the County.

#### Section 10. Default and Remedies.

10.1 Port's or County's Default. Subject to Section 5.3, in the event of a material default by Port or County under the terms of this Agreement or any Other Agreement prior to the Closing that is not cured within any applicable notice and cure periods, BNSF may elect as its exclusive remedy to either (a) terminate this Agreement and the North Agreement in which case none of the parties shall have any further obligation under this Agreement except those that expressly survive termination, or (b) waive such default and proceed to Closing in accordance with the terms of this Agreement. Subject to Section 5.3 and Section 10.4, nothing in this Agreement shall waive or diminish any right or remedy BNSF may have at law, in equity or in contract for Port's or County's default under any document entered into by Port or County at Closing or under any Other Agreement or Port's or County's default under this Agreement after Closing.

10.2 BNSF's Default. Subject to Section 5.3 in the event of a material default by BNSF under the terms of this Agreement prior to the Closing that is not cured within any applicable notice and cure periods, Port and County together may elect as their exclusive remedy to (a) terminate this Agreement and the North Agreement together in which case none of the parties shall have any further obligation under this Agreement except those that expressly survive termination, (b) obtain specific performance of BNSF's obligations under this Agreement and the North Agreement (and in seeking any equitable remedies, Port and County shall not be required to prove or establish that Port and County do not have an adequate remedy at law and BNSF hereby waives the requirement of any such proof and acknowledges that County would not have an adequate remedy at law in the event of a material default by BNSF), or (c) waive such default and proceed to Closing in accordance with the terms of this Agreement. Subject to Section 5.3 and Section 10.4, nothing in this Agreement shall waive or diminish any right or remedy Port and County may have at law, in equity or in contract for BNSF's default under any document entered into by BNSF at Closing or under any Other Agreement or BNSF's default after Closing under this Agreement.

10.3 Remedies as Between Port and County. As between Port and County, each shall have all remedies available at law or equity against one another for a material default under this Agreement, except as limited by separate written agreement between the Port and County.

#### 10.4 Arbitration.

A. General Provisions. The parties shall use commercially reasonable efforts to prevent or resolve any disputes that may arise after Closing concerning their respective rights and obligations under this Agreement. In the event a dispute arising after Closing concerning the parties' respective rights and obligations under Sections 6 or 7 (but not other Sections) of this Agreement cannot be resolved by the parties, the parties shall submit such dispute to mediation before a mediator acceptable to the parties. If such dispute

is not resolved within 45 business days after submission to mediation by the parties then the parties shall submit such dispute to binding arbitration as set forth in this Section 10.4. All such disputes shall be finally resolved by binding arbitration in accordance with the following provisions and the American Arbitration Association ("AAA") Commercial Arbitration Rules (AAA-CAR) in effect at the time arbitration is demanded (even if the matter is not submitted to the AAA). The parties may submit (but shall not be required to submit unless consensus over the selection of the arbitrator(s) is not reached), disputes to the AAA for administrative purposes. In the event that any provisions in this Agreement differ from the AAA-CAR, this Agreement shall govern.

B. Commencement of the Arbitration. Subject to the provisions of Section 10.4(A) above, any party may initiate arbitration by serving a demand at any time. The written demand for arbitration shall include a short and plain statement identifying the provisions of this Agreement which are in dispute, a summary of the facts or circumstances giving rise to the dispute, and describing the relief requested. Any party served with an arbitration demand may respond by serving upon the other party a written answer or a written counterclaim identifying additional claims to be considered in the arbitration, with a short and plain statement identifying the provisions of this Agreement which are in dispute, a summary of the facts or circumstances giving rise to the dispute, and describing the relief requested.

C. Selection of Arbitrator. The parties agree to submit arbitration disputes to a single arbitrator. The parties shall attempt to select an arbitrator by consensus within ten (10) business days after a demand has been served. In the event consensus is not reached by the parties, the arbitrator shall be selected in accordance with AAA-CAR and this Agreement. The arbitrator must be a retired state or federal judge or magistrate or someone of similar stature with experience in interpreting and enforcing complex commercial contracts involving environmental remediation obligations, or the type of matters at issue in the arbitration.

D. Authority to Grant Comprehensive Relief. The arbitrator shall have all legal and equitable powers necessary to interpret and to enforce the terms of this Agreement, but not to modify or vary its terms. The parties expressly agree that the arbitrator may fashion all necessary and appropriate relief, including money damages and/or injunctive relief, so long as any equitable remedy is consistent with the obligations of the parties under this Agreement

E. Award. Notwithstanding any AAA-CAR to the contrary, the arbitrator's award shall be in writing and include findings of fact and conclusions of law supporting that written decision. Any action to compel arbitration under this Agreement, to enforce an arbitration award, or to vacate an arbitration award must be brought, if jurisdiction exists, in federal court in the Western District of Washington. Otherwise, such actions must be brought in state court in King County, Washington. However, in actions seeking to vacate an award, the standard of review to be applied to the arbitrator's findings of fact and conclusions of law will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury.

F. Payment of Fees and Costs of Arbitrator(s). The parties shall split and pay in equal shares the fees and costs of the arbitrator. Otherwise, the parties expressly reject any fee shifting, and each party shall pay all its own expenses associated with the arbitration, including all fees and costs relating to its own witnesses, exhibits, and counsel.

G. Amendment of Deadlines. The parties may, by mutual stipulation, agree to shorten or extend any of the deadlines set forth in this Section. The arbitrator also may, for good cause shown, alter any of those same deadlines.

Section 11. Assignment.

11.1 No Party may assign its rights under this Agreement without the prior written consent of the other except as expressly stated herein.

11.2 On or before 5:00 pm on July 1, 2008 Port may, subject to King County Council approval, assign to County all of its right and obligations in this Agreement as to the portion of the South Rail Line between milepost 5.0 in Renton and milepost 11.8 in Bellevue, provided County assumes all such obligations in writing and County and Port notify BNSF in writing of such assignment and assumption before said date.

Section 12. Brokers and Brokers' Commissions. Port, County and BNSF each warrant and represent to the other that each has not employed a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify, defend and hold the others harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue.

Section 13. Notices.

Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall either be: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered via facsimile, with confirmation of receipt with an original deposited postage prepaid in the first class mails of the United States. Such notices shall be addressed to Port, County and BNSF at:

Port (if delivered):

Port of Seattle Legal Department  
2711 Alaskan Way  
Seattle, WA 98121  
Attn: General Counsel

Port (if mailed):

Port of Seattle Legal Department  
P.O. Box 1209  
Seattle, WA 98111  
Attn: General Counsel  
Fax No. 206 728-3205

County:  
King County  
701 Fifth Avenue, Suite 3210  
Seattle, WA 98104  
Attn: Rod Brandon  
Fax No.: 206-296-0194

Office of the King County Prosecuting Attorney  
Civil Division  
400 King County Courthouse  
516 Third Avenue  
Seattle, WA 98102  
ATTN: Peter G. Ramels  
Fax No.: 206-296-0191

BNSF:  
BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131  
ATTN: Rick Weicher  
Fax No.: 312-850-5677

With additional copy to:

BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131  
Attn: David Rankin  
Fax No.: 817-352-2398

or to such person and at such other addresses as either party may at any time or from time to time designate for itself by notice in accordance herewith. Each such request, notice, demand, authorization, direction, consent, waiver or other document shall be deemed to be delivered to a party when received at its address set forth or designated as above provided. All notices provided under this Agreement to one party shall be provided to all other parties to this Agreement.

#### Section 14. Miscellaneous.

14.1 Governing Law; Headings; Rules of Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to the conflicts of laws or choice of law provisions thereof. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

14.2 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of

the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

14.3 Entire Agreement. Except for the Other Agreements and the agreements and instruments required to be executed under this Agreement, this Agreement contains the entire agreement of the parties hereto with respect to the Property and any other prior understandings or agreements concerning the Property are merged herein; and as between the parties, any representations, inducements, promises or agreements, oral or otherwise, not expressly embodied herein or incorporated herein by express reference, shall be of no force or effect.

14.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns (subject to Section 11 above).

14.5 Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in a single writing executed by the parties to this Agreement.

14.6 Date for Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day. If no time is indicated for a day on which any action must be undertaken under this agreement, the time shall be 5:00 p.m. All references to time shall be to Pacific time.

14.7 Recording. BNSF, Port and County agree that they will not record this Agreement and that they will not record a short form of this Agreement.

14.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

14.9 Time of the Essence. Time is of the essence of this Agreement and each and every term and condition hereof.

14.10 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

14.11 Attorneys' Fees. In the event any party shall bring an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either party, the prevailing party shall be entitled to recover from the non-prevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs, including those incurred upon appeal, as may be fixed by the court or a jury.

14.12 Relationship. Nothing in this Agreement or the Other Agreements shall be deemed or

construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

14.13 Publicity. BNSF, Port and County shall discuss and coordinate with respect to any public filing or announcement concerning the purchase and sale contemplated hereunder.

14.14 Survival. The terms of this Agreement shall survive Closing and the delivery of the Deed.

14.15 Waiver of Trial by Jury, Venue and Personal Jurisdiction. BNSF, PORT AND COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT. King County Superior Court or the Federal District Court for the Western District of Washington, both in King County, Washington, shall be the sole and exclusive venues for any action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either party; and the parties hereby agree to submit to the personal jurisdiction of said courts.

14.16 Condemnation. In the event any portion of the Property becomes subject to condemnation proceedings after the Contract Date and prior to Closing, BNSF will promptly notify Port and County in writing of such fact.

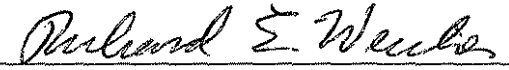
(a) If such condemnation concerns a crossing of the Property by a pipeline, electricity or telecommunication facility or other utility and is valued at less than \$25,000 then BNSF shall handle such condemnation or conveyance in lieu of condemnation in accordance with its normal practice and inform Port and County of the interests conveyed, and Port and County shall not be entitled to any proceeds from such condemnation or conveyance or any reduction in the Purchase Price. Such conveyance shall not however, in any way alter the obligations of BNSF under this Agreement other than BNSF's inability to convey at Closing the interests conveyed by BNSF to a third party under this Section 14.16.

(b) If such condemnation is not subject to the terms of Section 14.16(a), then Port and County together but not separately may elect to terminate this Agreement and the North Agreement together, in which case none of the parties shall have any further obligation hereunder except those that expressly survive termination.

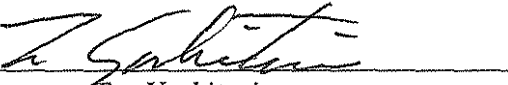
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized signatory, effective as of the day and year first above written.


BNSF RAILWAY COMPANY

By:   
Name: Richard E. Weicher  
Title: Vice President & General Counsel - Regulatory

PORT OF SEATTLE

By:   
Name: Tay Yoshitani  
Title: Chief Executive Officer

KING COUNTY

By:   
Name: Ron Sims  
Title: King County Executive

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**  
**SOUTH**

All that portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville (MP 23.45) to Kenndale (MP 5.0), Washington Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across King County, Washington, more particularly described as follows, to-wit:

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the NE $\frac{1}{4}$  Section 16, and the W $\frac{1}{2}$  Section 15, all in Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said NE $\frac{1}{4}$  Section 16, and bounded on the South by South line of said W $\frac{1}{2}$  Section 15; also,

That portion of that certain 50.0 foot wide Branch Line right of way, being 25.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 22, Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said Section 22, and bounded on the South by South line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 22; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the E $\frac{1}{2}$  Section 22, the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27, all in Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said E $\frac{1}{2}$  Section 22, and bounded on the South by South line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27; also,

That certain 4.43 acre tract of land described in deed dated April 3, 1903 from Nellie Nelson to Northern Pacific Railway Company recorded April 3, 1903 in Book 342 of Deeds, Page 371, records of King County, Washington, said 4.43 acre tract being described in said deed for record as follows:

"All that portion of the Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 27, Township 26 North, Range 5 East, lying between the easterly line of the present right of way of the Northern Pacific Railway Company, which line is 50 feet distant southeasterly from the center line of the railroad track of said company, as now located and constructed over and across said premises and a line drawn parallel to and 50 feet distant southeasterly from, when measured at right angles to the center line of the proposed railroad track as now staked out and to be constructed, over and across said premises;

"Also all that portion of said Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 27, Township 26, lying within 50 feet of that certain straight line which connects the center line of the present track of the Northern Pacific Railway Company line with the center line of the proposed track of the Northern Pacific Railway Company line and being tangent to the curves of both of said center lines, containing in all 4.43 acres, be the same more or less." **EXCEPTING THEREFROM**, Lot 3, King County Short Plat Number 1078060, recorded under King County Recording Number 8003270855, being a subdivision of: That portion of the southeast quarter of the northwest quarter of Section 27, Township 26 North, Range 5 East, W.M., King County, Washington, lying northerly and westerly of the northerly and westerly right of way of the Northern Pacific Railway Company's "Seattle Belt Line", and south of the southerly right of way line of that road conveyed to King County by deed recorded under Recording Number 2695175 and northeasterly of a line described as follows: Beginning at the northwest corner of the southeast quarter of the northwest quarter of said Section 27; thence south 1°58'24" west along the west line of the southeast quarter of the northwest quarter of said Section 27, a distance of 265 feet; thence north 65°33'39" east 444.80 feet to the true point of

beginning of the following described line; thence south 18°15'21" east, 640 feet, more or less, to the northerly right of way line of said Northern Pacific Railway Company's "Seattle Belt Line", said northerly right of way line being 50' Northeast of the center line of the maintrack as now constructed and the terminus of said line.; also,

That certain 0.05 acre tract of land described in deed dated August 25, 1904 from Otto Weppler et al. to Northern Pacific Railway Company recorded September 7, 1904 in Book 375, Page 507, records of King County, Washington, said 0.05 acre tract being described in said deed for reference as follows:

"All that piece or parcel of land in the southeast quarter of the northwest quarter (SE/4 of NW/4) of Section twenty-seven (27), Township twenty-six (26), Range five (5) east, W. M. which lies northwesterly of the original Seattle Belt Line right of way as described in deed recorded in Volume 116 of Deeds, Page 289, Records of King County, and within fifty (50) feet of the center line of the revised location of the track of the Seattle Belt Line as the same is now surveyed and being constructed over and across said subdivision, containing 5/100 acres, more or less."; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the SW¼NW¼ Section 27 the S½NE¼, NW¼SE¼, SW¼ Section 28, W½NW¼, NW¼SW¼ Section 33, SE¼ Section 32, all in Township 26 North, Range 5 East, W. M., bounded on the East by the East line of said SW¼NW¼ Section 27, and bounded on the South by South line of said SE¼ Section 32, **EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260805, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 30, 1998 as Document No. 9807301468, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260791, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Quitclaim Deed dated January 6, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 11, 2000 as Document No. 20000211000454, records of King County, Washington, ; also,

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 3, 4, 5, 6, 11, 12, 13, 14, 18, 19, 23, 24, 25 and 26, the vacated alley between Blocks 13 and 14, and vacated Arlington Avenue between Blocks 14 and 19, as said Blocks and Streets are shown on plat of Lake Avenue Addition to Kirkland as recorded in Volume 6 of Plats, Page 86, Records of said County, together with any right title and interest, if any to those portions of Victoria Avenue, Harrison Avenue, Moreton Avenue; Jefferson Avenue, and Washington Avenue and Maple Street and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way, **EXCEPTING THEREFROM**, that portion of Lot 3, Block 5, Lake Avenue Addition to Kirkland, according to the official plat thereof in the office of the Auditor of King County, Washington lying between two lines drawn parallel with and distant, respectively, 34.0 feet and 50.0 feet Westerly of, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway) Main Track centerline as now located and constructed upon, over, and across said Block 5; also,

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 220, 223, 224, 232, 233, 238, and 241 as said Blocks are shown on the Supplementary Plat to

Kirkland as filed in Volume 8 of King County Plats, at page 5, together with any right title and interest, if any to those portions of Massachusetts Avenue, Madison Avenue, Michigan Avenue, Olympia Avenue, Piccadilly Avenue, Cascade Avenue, Clarkson Avenue, Fir Street, and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way; also,

That portion of Lots 1, 2, 4, 37, and all of Lots 3, 38, and 39, Block 227 as said Lots and Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of King County Plats, at page 5, which lie Northeasterly of a line parallel with and distant 50 feet Southwesterly from, measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Southwesterly of a line parallel with and distant 50 feet Northeasterly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the, S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 5, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 8, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South right of way line of Clarkson Avenue, City of Kirkland, Washington, and bounded on the West by the West line of said E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 8, **EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260787, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Quitclaim Deed dated May 15, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded August 5, 1999 as Document No. 19990805001402, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281544, records of King County, Washington, also;

That certain 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington, said 0.23 acre tract being described in said deed for reference as follows:

"Commencing at a point in the east line of Lot four (4), Section eight (8), Township twenty-five (25) North, Range five (5) east, W.M., that is 395 feet north of the southeast corner of said lot, and running thence west parallel with the south line of said Lot four (4) 67 feet, more or less, to a point that is 50 feet distant from, when measured at right angles to, the center line of the proposed Seattle Belt Line Branch of the Northern Pacific Railway Company as the same is now located, staked out and to be constructed across said Section eight (8); thence running northeasterly parallel with said railway center line 200 feet; thence westerly at right angles to said railway center line 30 feet; thence northeasterly parallel with said railway center line, and 80 feet distant therefrom, 130 feet, more or less, to the east line of said Lot four (4); thence south along said east line of said Lot four (4) 322 feet, more or less, to the point of beginning; containing 0.23 acres, more or less."; also,

That certain strip of land described in deed dated March 3, 1904 from Seattle and Shanghai Investment Company to Northern Pacific Railway Company recorded March 9, 1904 in Book 387, Page 243, records of King County, Washington, said strip being described in said deed for reference as follows:

"A strip of land Two Hundred twenty-five (225) feet in width across that certain parcel of land designated as Tract "B" in deed from the Kirkland Land and Improvement Company to H. A. Noble, dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41, reference thereto being had. Said strip of land hereby conveyed, having for its boundaries two lines that are parallel with and respectively distant One Hundred (100) feet easterly from, and One Hundred Twenty-Five (125) feet

westerly from, when measured at right angles to, the center line of the Seattle Belt Line branch of the NORTHERN PACIFIC RAILWAY COMPANY, as the same is now constructed and located across said Tract "B", which said Tract "B" is located in Section 17 of Township 25, North of Range 5 east of the Willamette Meridian"; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 4, Section 8, Government Lots 1, 2, and 3, the E $\frac{1}{2}$ SW $\frac{1}{4}$  Section 17, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$  Section 20, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South line of that certain hereinabove described 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington and the East line of said Government Lot 4, Section 8, and bounded on the South by the South line of said NE $\frac{1}{4}$  Section 20, together with such additional widths as may be necessary to catch the slope of the fill in the N $\frac{1}{2}$  of said Government Lot 2, Section 17 as delineated in the 7th described parcel in deed dated June 20, 1903 from Kirkland Land and Improvement Company to Northern Pacific Railway Company recorded June 26, 1903 in Book 352, Page 582, records of King County, Washington. **EXCEPTING THEREFROM**, that portion of said 100.0 foot wide right of way lying within said hereinabove described parcel of land designated as Tract "B" in deed from the Kirkland Land and Improvement Company to H. A. Noble, dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41.; also,

That certain tract of land described in deed dated December 26, 1952 from Alma F. Robinson and William G. Robinson et al. to Northern Pacific Railway Company recorded January 14, 1953 in Book 3220 of Deeds, Page 301, in the records of the Auditor's office of King County, Washington, said tract of land being described in said deed for reference as follows:

"That portion of the south half of the northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section 20, Township 25 North, Range 5 East of the Willamette Meridian, described as follows: Commencing at the center of said section; thence north 0 degrees 18 minutes 24 seconds west along the north and south quarter line of said section 738.60 feet to the center of the county road; thence along said road south 77 degrees 7 minutes east 500.00 feet; thence south 71 degrees 54 minutes east 308.27 feet, more or less; thence north 34 degrees 38 minutes east 18.00 feet to a stake in the north margin of said road; thence north 34 degrees 38 minutes east 609.40 feet, more or less, to the southwesterly margin of the Grantee's right of way, said margin being concentric with and distant 50 feet southwesterly, measured radially, from the center line of the main track of the Grantee's Belt Line as now constructed; thence southeasterly along said margin approximately 150 feet to a point distant 50 feet southwesterly, measured along the radius of the curve of said center line, from station 511 plus 50 in said center line (which station is distant 2337.6 feet southeasterly measured along said center line, from the north line of said section), the last-described point being the true point of beginning; thence southeasterly and southerly along said margin to a point distant 50 feet westerly, measured along the radius of said curve, from station 515 plus 60 in said center line; thence northwesterly in a straight line to a point distant 110 feet southwesterly measured along the radius of said curve, from station 514 plus 28 in said center line; thence northwesterly in a straight line to a point distant 110 feet southwesterly, measured along the radius of said curve, from station 513 plus 28 in said center line; thence northerly in a straight line to the true point of beginning.", also,

That portion of that certain 100.0 foot wide Branch Line right of way at said Railway Company's Northrup Station, being 50.0 feet on each side of said Branch Line's Main Track centerline, as originally located and constructed, upon, over and across Blocks 12, 13, 14, 15, 16, 21, 22, 23 and 24, all within Kirkland Syndicate First Addition to Seattle, together with any right title and interest, if any to those portions of Maple Street, Nelson Street, Bixby Street, Kirkland Avenue, Hawks Avenue and Fransen Avenue which lie within said

100.0 foot wide Branch Line right of way; also,

Those portion of Lots 10, 11, and 12, Block 14, Lots 1, 2, 3, and 4, Block 23 and Lot 10, Block 24, all within Kirkland Syndicate First Addition to Seattle, lying Southwesterly of a line parallel with and distant 50 feet Southwesterly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Railway Company's Main Track centerline, as originally located and constructed, upon, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and bounded on the South by the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, together with any right title and interest, if any to those portions of Fransen Avenue, Jordan Avenue, Elkoos Avenue, and Railroad Avenue, which lie within said 100.0 foot wide Branch Line right of way; also,

That portion of Block 7, of Kirkland Syndicate's Second Addition to Kirkland Washington, situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and that portion of said Railway Company's property situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, and in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 28, all in Township 25 North, Range 5 East, W. M., lying Easterly of a line parallel with and distant 50.0 feet Westerly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as now located and constructed and Westerly of a line parallel with and distant 50.0 feet Westerly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed, bounded on the West by the West line of said Block 7 and its Northerly prolongation, and bounded on the South by the intersection of said parallel lines, together with any right, title and interest, if any, to Houghton Street and Railroad Avenue of Kirkland Syndicate's Second Addition to Kirkland Washington; also,

That certain 0.63 acre tract of land described in deed dated November 13, 1904 from Nathan P. Dodge Et Ux. to the Northern Pacific Railway Company recorded February 9, 1905 in Volume 408 of Deeds, Page 263, records of King County, Washington, said 0.63 acre being described in said deed for reference as follows:

"That part of southwest quarter of southwest quarter (SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ), Section twenty-one (21), Township twenty-five (25) north, Range five (5) east, W. M., described by metes and bounds as follows:

"Beginning at a point in the south line of said Section twenty-one (21) fifty (50) feet east from, when measured at right angles to, the original right of way of Seattle Belt Line Branch of the Northern Pacific Railway Company, as conveyed by deed executed by (b) (6) dated Oct. 4<sup>th</sup>, 1890 and recorded Dec. 4<sup>th</sup>, 1890 in volume 116 of deeds, page 114, and running thence north 8° 40' west parallel with and 50 feet distant easterly from said original right of way line a distance of 270 feet to a point of curve; thence northwesterly along a curve to the left having a radius of 716.8 feet, a distance of 492.7 feet; thence north 48° 5' west a distance of 135 feet more or less, to a point on the said easterly line of the original right of way of said railway; thence southeasterly along said original easterly right of way line on a curve to the right having a radius of 859 feet, a distance of 591 feet; thence continuing along said easterly right of way line south 8° 40' east, a distance of 260 feet, more or less, to an intersection of said right of way line with the southern boundary line of said section 21; thence east 50.5 feet, more or less, to point of beginning, containing 0.63 acres, more or less, situated in the County of King, State of Washington."; also,

That certain strip of land described in deed dated August 3, 1904 from John Zwiefelhofer and Aloisia Zwiefelhofer to Northern Pacific Railway Company recorded August 6, 1904 in Book 404 of Deeds, Page 44, records of King County, Washington, said strip of land being described in said deed for reference as follows:

"A strip of land fifty (50) feet wide lying immediately east of the right of way of said Railway Company and extending South from the North line of Section 28, Township 25 North Range 5 East a distance of Six Hundred feet (600) and containing 0.69 acres in the Northwest Quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 28 Tp 25 N R 5 E WM.", **EXCEPTING THEREFROM**, that portion of said 50 foot wide strip lying Northerly of a line parallel to and 400.0 feet Southerly of the North line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28 ; also,

Parcel 3, of City of Bellevue Short Plat No. 80-16, according to the Short Plat recorded under King County Recording No. 8101239001, **EXCEPTING THEREFROM**, that certain tract of land described in deed dated December 13, 1996 from Burlington Northern Railroad Company to Fibres International, recorded December 13, 1996 as Document No. 9612130870, records of King County, Washington; also,

Tract B, of City of Bellevue Short Plat No. 80-16, according to the Short Plat recorded under King County Recording No. 8101239001; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Railway Company's Main Track centerline, as now located and constructed, upon, over and across the W $\frac{1}{2}$ W $\frac{1}{2}$  Section 28, W $\frac{1}{2}$ NW $\frac{1}{4}$  Section 33, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said W $\frac{1}{2}$ W $\frac{1}{2}$  Section 28, and bounded on the South by the South line of said W $\frac{1}{2}$ NW $\frac{1}{4}$  Section 33, **EXCEPTING THEREFROM**, that portion of said 100.0 foot wide right of way lying Easterly of a line parallel with and distant 35 feet Easterly from, measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Northerly of a line parallel to and 400.0 feet Southerly of the North line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, **ALSO EXCEPTING THEREFROM**, that portion of said 100 foot wide Branch Line right of way lying within that certain tract of land described in Special Warranty Deed dated June 29, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2000 as Document No. 20000522001155, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805221787, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated June 8, 2001 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded January 3, 2003 as Document No. 20030103001327, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded December 28, 1998 as Document No. 9812282942, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated March 17, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded October 4, 2000 as Document No. 20001004000767, records of King County, Washington, , also;

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across Lots 1, 2, 3, 4 and 8 of Strawberry Lawn, King County Washington, recorded in Volume 4 of Plats, page 30 $\frac{1}{2}$ , King County, Washington recorder, together with such additional widths as are necessary to catch the slopes of the cuts and fills of the roadbed of said Railway in said Lots 1 and 8 of Strawberry Lawn, King County Washington, as delineated in deed dated August 31, 1903 from Henry Hewitt, Jr. and Rocena L. Hewitt to the Northern Pacific Railway Company, **EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260792, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No.

9807281537, records of King County, Washington, also;

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the W½ Section 4, Government Lots 1 and 4, E½W½ Section 9, Government Lot 1, SW¼NW¼, NW¼SW¼ Section 16, Government Lots 4 and 5 Section 17, Government Lots 1, 2, 3 and 4 Section 20, Government Lots 1, 2, 3, 4 and 5 Section 29, all in Township 24 North, Range 5 East, W. M., bounded on the North by the North line of W½ Section 4, and bounded on the South by the South line of said Government Lot 5, Section 29, together with such additional widths or strips of land as are necessary to catch the slopes of the cuts and fills of the roadbed of said Railway in the NW¼NW¼ of said Section 4, which said roadbed is to be constructed having a width at grade of 22 feet and the cuts to have a slope of one to one and the fills to have a slope of one and one half to one, as delineated in deed dated September 8, 1903 from Lake Washington Land Company to Northern Pacific Railway Company, recorded in Volume 386 of Deeds, Page 147, records of King County, Washington, **EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated April 30, 2001 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2001 as Document No. 20010522000186, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281547, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281545, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281546, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281543, records of King County, Washington, **ALSO EXCEPTING THEREFROM** that certain tract of land described in deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 30, 2001 as Document No. 20010430000977, records of King County, Washington, **ALSO EXCEPTING THEREFROM** that certain tract of land described in deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded December 15, 1998 as Document No. 9812151238, records of King County, Washington; also,

That certain Tract I and that certain Tract II described in deed dated September 19, 1967 from State of Washington to Northern Pacific Railway Company filed for record December 13, 1967 in Book 5023, Page 546, Auditor's No. 6278130, records of King County, Washington, said Tracts being described in said deed for reference as follows:

"Tract I: (Fee)

"All those portion of the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter, Section 9, Township 24 North, Range 5 East, W.M., lying Westerly of the existing 100 foot right of way of the Northern Pacific Railway Company and Easterly of a line described as follows: Beginning at a point opposite Station REL. R.R. 737+00 on the Relocated Railroad Center Line (as hereinafter described) and 50 feet Westerly therefrom when measured radially thereto (which point also lies on the Westerly line of said existing railroad right of way); thence Southerly parallel with said relocated railroad center line to a point opposite REL. R.R. 739+00 thereon; thence Southwesterly in a straight line to a point opposite REL. R.R. 740+00 on said relocated railroad center line and 130 feet Westerly therefrom when measured radially thereto; thence Southerly parallel with said relocated railroad center line a distance of 350 feet, more or less, to an intersection with the Northerly right of way line of State Highway Project entitled

Primary State Highway No. 2 (SR 90), East Channel Bridge to Richards Road (as hereinafter described); thence North 84°13'42" East along said Northerly right of way line a distance of 125 feet, more or less to an intersection with said Westerly line of said existing railroad right of way and the end of this line description:

"Tract II: (Fee)

"All those portion of Lots 13 and 14, Block 1, Mercer Addition, according to the plat thereof recorded in Volume 17 of Plats, page 8, records of King County and of the Northeast quarter of the Southwest quarter, Section 9, Township 24 North, Range 5 East, W.M., lying Northwesterly of the existing 100 foot right of way of the Northern Pacific Railway Company and Southeasterly of a line described as follows: Beginning at the Southeast corner of said Lot 13, which point also lies on the Northwesterly line of said existing railroad right of way; thence Northeasterly in a straight line to a point opposite REL. R.R. 753+00 on the Relocated Railroad Center Line (as hereinafter described) and 50 feet Northwesterly therefrom when measured at right angles thereto; thence Northeasterly in a straight line to a point opposite REL. R.R. 752+00 on said relocated railroad center line and 90 feet Northwesterly therefrom when measured at right angles thereto; thence Northeasterly parallel with said relocated railroad center line a distance of 120 feet, more or less, to an intersection with the Southerly right of way line of State Highway Project entitled Primary State Highway No. 2 (SR 90), East Channel Bridge to Richards Road (as hereinafter described); thence South 79°37'46" East a distance of 105 feet, more or less, to an intersection with said Westerly line of said existing railroad right of way and the end of this line description: ...

..."RELOCATED RAILROAD CENTER LINE DESCRIPTION:

"Beginning at Railroad Station 734+80 on the existing main line center line of the Northern Pacific Railway Company's Track in the Southeast quarter of the Northwest quarter, Section 9, Township 24 North, Range 5 East, W.M., in the vicinity of Factoria, Washington, which point equals Relocated Railroad Station (hereinafter referred to as REL. R.R.) 734+80; thence South 20°44'04" East a distance of 21.1 feet to REL. R.R. 735+01.10 T.S.; thence on the arc of an increasing spiral curve to the right having an "A" value of 5 a distance of 80 feet to REL. R.R. 735+81.10 S.C.; thence on the arc of a 4° circular curve to the right thru a central angle of 49°18' a distance of 1232.50 feet to REL. R.R. 748+13.60 C.S.; thence on the arc of a decreasing spiral curve to the right having an "A" value of 5, a distance of 80 feet to R.R. 743+93.60 S.T.; thence South 31°46' West a distance of 683.96 feet to REL. R.R. 755+77.56 T.S.; thence on the arc of an increasing spiral curve to the left having an "A" value of 5 a distance of 80 feet to REL. R.R. 756+57.56 S.C. which point equals Railroad Station 756+91.53 ahead on said existing main line center line of track in the Southeast quarter of the Southwest quarter, Section 9, and the end of this center line description.

"SOUTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), EAST CHANNEL BRIDGE TO RICHARDS ROAD:

"Beginning at the Southwest corner of Lot 21, Block 4, Mercer Addition, according to the plat thereof recorded in Volume 17 of Plats, page 8, records of King County, and running thence North 79°37'46" West a distance of 324.08 feet.

"NORTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), EAST CHANNEL BRIDGE TO RICHARDS ROAD:

"Beginning at REL. R.R. 746+28.83 P.O.C. on the Relocated Railroad Center Line (as above described); thence South 84°03'37" West a distance of 344.01 feet; thence North 5°56'23" West a distance of 212.5 feet; thence North 80°02'48" East a distance of 109.27 feet; thence North 5°56'23" West a distance of 25 feet; thence North 70°51'54" East a distance of 196.18 feet to the true point of beginning of this line description;

thence North 84°13'42" East a distance of 294.43 feet.”; also

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 1, Section 32, Township 24 North, Range 5 East, W. M., Snohomish County, Washington, bounded on the North and South by the North and South lines of said Government Lot 1; also,

That certain 100.0 foot wide Branch Line right of way, upon, over and across Government Lot 2, Section 32, and Government Lots 3 and 4 Section 31, all in Township 24 North, Range 5 East, W. M., Snohomish County, Washington, as described in Deed dated September 8, 1903 from Lake Washington Belt Line Company to Northern Pacific Railway Company, recorded in Volume 386 of Deeds, Page 147, records of King County, Washington. **EXCEPTING THEREFROM**, that certain tract of land described in deed dated September 14, 2001 from The Burlington Northern and Santa Fe Railway Company to Barbee Forest Products, Inc., **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in deed dated March 23, 1936 from Northern Pacific Railway Company to (b) (6) lying within said Government Lot 2, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated May 8, 1990 from Burlington Northern Railroad Company to (b) (6), recorded as document 9005101552, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated March 19, 1992 from Burlington Northern Railroad Company to (b) (6) (b) (6) also, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 1, 1937 from Northern Pacific Railway Company to (b) (6) (b) (6) **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated February 28, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 20, 1999 as Document Number 9904210268, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 26, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000619, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 5, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000620, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000618, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000621, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 24, 1998 as Document Number 20001030000428, records of King County, Washington; also,

That certain tract of land described in deed dated March 17, 1904 from The Lake Washington Land Company to Northern Pacific Railway Company, situated in Lot 3, Section 31, Township 24 North, Range 5 East, W. M., Snohomish County, Washington, said tract being described in said deed for reference as follows:

“All that portion of said Lot three (3) lying between the eastern line of the right of way of the Northern Pacific Railway Company over and across said lot and a line drawn parallel with and twelve and one-half (12-1/2) feet distant easterly from the center line of said Seattle Belt Line Branch of the Northern Pacific Company as the same is now temporarily located and constructed over and across said lot, and containing on-fourth of an acre, more or less ...” **EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated February 28, 1998 from The Burlington Northern and Santa Fe Railway Company to

ANT, LLC recorded April 20, 1999 as Document Number 9904210268, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 26, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000619, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 5, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000620, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000618, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000621, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 24, 1998 as Document Number 20001030000428, records of King County, Washington; also,

That portion of said Railway Company's property situated in Government Lot 1, Section 6, Township 23 North, Range 5 East, W. M., Snohomish County, Washington, lying Southwesterly of a line parallel with and distant 50.0 feet Northeasterly from, measured at right angles to said Railway Company's Branch Line Main Track centerline as originally located and constructed, and Northeasterly of the Southwesterly boundary of that certain 100 foot strip described in Judgment and decree of Appropriation, No. 40536, dated February 8, 1904 in the Superior Court of the State of Washington in and for the County of King, bounded on the North by the North line of said Lot 1, Section 6, and bounded on the South by a line radial to said Railway Company's Main Track centerline, as now located and constructed at a point distant 65.5 feet Northwesterly of the East line of said Lot 1, Section 6, as measured along said Main Track centerline

**EXHIBIT B**

**FORM OF DEED**

After Recording Return To:  
Port of Seattle  
Legal Department  
P. O. Box 1209  
Seattle, WA 98111  
Attn: Isabel R. Safora

**QUIT CLAIM DEED**  
Woodinville South

Grantor: BNSF RAILWAY COMPANY ("BNSF")

Grantee: PORT OF SEATTLE ("Port")

Legal Description: See Exhibit A attached hereto and incorporated herein (the "Property").

Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) conveys and quit claims to Grantee, the Property, situated in the County of King, State of Washington, together with all after acquired title of the Grantor therein;

Port, King County Washington ("County") and BNSF are parties to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_ concerning the Property. Port, County and BNSF for themselves and their respective successors and assigns hereby covenant and agree that the provisions of Sections 6 and 7 of said Agreement, attached hereto as Exhibit B, are incorporated herein by reference and shall be covenants running with the land that are enforceable by Port, County, BNSF and their respective successors and assigns.

IN WITNESS WHEREOF, BNSF, Port and County have executed this Deed as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_

BNSF RAILWAY COMPANY

By \_\_\_\_\_  
Its

PORT OF SEATTLE

By \_\_\_\_\_  
Its

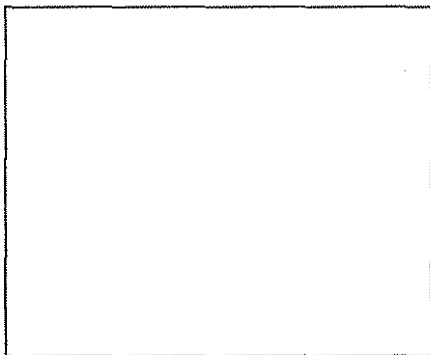
KING COUNTY, WASHINGTON

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



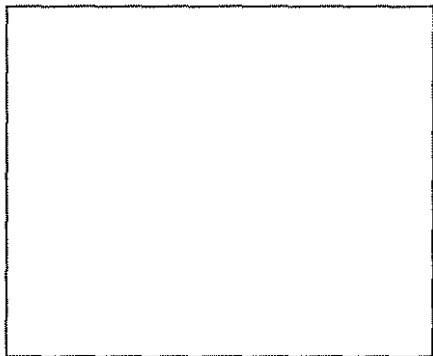
\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



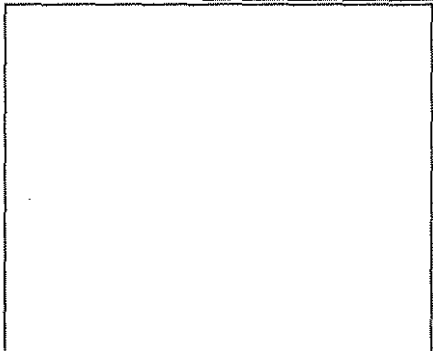
(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

## Exhibit B to Deed

### COVENANTS

#### Section 6. Condition of Property.

(a) Port and County have been, or by Closing will have been, allowed to make an inspection of the Property. Subject to BNSF's express representations, warranties and obligations under this Agreement and the Deed, **PORT AND COUNTY ARE PURCHASING THEIR INTERESTS IN THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, ARE NOT RELYING ON, AND HEREBY WAIVE ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF WITH RESPECT TO ANY MATTERS CONCERNING THE PROPERTY** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, or under the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the Third Party Leases/Licenses permits, orders, or other agreements, affecting the Property (collectively, the **"Condition of the Property"**).

(b) Port and County individually represent and warrant for itself to BNSF that except for BNSF's express representations, warranties and obligations under this Agreement and the Deed, Port and County each has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF, the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing.

(c) Subject to BNSF's express representations, warranties and obligations under this Agreement and the Deed Port and County assume the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Port's or County's inspection and except to the extent of BNSF's express representations, warranties and obligations under this Agreement and the Deed, Port and County each waives, releases and discharges forever BNSF and BNSF's officers, directors, shareholders, employees and agents (collectively, **"BNSF Parties"**) from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, **"Losses"**), which Port or County might have asserted or alleged against BNSF Parties arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Losses for injury or death of any person, and (c) Losses arising under any Environmental Law enacted after transfer. The term **"Environmental Law"** means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the

environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Model Toxics Control Act, the Water Pollution Control Act, laws concerning above ground or underground storage tanks, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

BNSF, Port and County acknowledge that the compensation to be paid to BNSF for the Property reflects that the Property is being conveyed subject to the provisions of this Section 6 which provisions shall be included in the deed and which shall be covenants running with the Land.

#### Section 7. Environmental Obligations.

(a) Consistent with Section 4.2 of this Agreement, if, prior to the expiration of the Review Period, the Port or County notifies BNSF in writing of an existing condition affecting the Property (an "**Identified Condition**") that is unacceptable to the Port or County, as determined by the Port and County in their respective sole and absolute discretion, and BNSF does not verify in writing by the earlier of: (i) fifteen (15) business days thereafter or the end of the Review Period, that such Condition is a condition that BNSF is obligated to Cure in a manner acceptable to the identifying Party pursuant to this Section 7, then the Port or County may terminate this Agreement and the South Agreement together, by written notice to BNSF in accordance with the provisions of Section 4.2 of this Agreement. If the Port or County timely notifies BNSF in writing of an Identified Condition, the Port, County and BNSF shall negotiate diligently and in good faith to reach agreement on Curing such condition. If the portion of the Property affected by an Identified Condition can be excluded from the sale without materially interfering with Port's and County's future use of the Property, as determined by the Port and County (as applicable) in their respective sole and absolute discretion, then BNSF may affect Cure prior to Closing by excluding such affected portion of the Property without any price adjustment and to the extent so excluded BNSF shall have satisfied its obligations under this Agreement to Cure the portion of the Property so excluded, provided, however, that any such Cure by exclusion must first be agreed to in writing by the Port (and County, if it relates to the Railbanked Portion.) If Port and County do not terminate this Agreement under Sections 4.2 and 7(a) and proceed to Closing, they shall not be deemed to have waived or released BNSF from any obligations to Cure set forth in Section 7(c), below.

(b) BNSF shall be responsible to investigate, remediate, respond to or otherwise cure (collectively, "**Cure**") as and when required by and in accordance with Environmental Laws any Identified Condition that concerns a release of Hazardous Substances on the Property occurring prior to the Closing or a violation of Environmental Laws concerning the Property occurring prior to the Closing to the extent that BNSF has agreed to Cure, and to the standards that BNSF has agreed to satisfy, in writing prior to the expiration of the Review Period. Notwithstanding the preceding sentence, BNSF shall not be responsible to Cure any such Identified Conditions to the extent Port or County or their respective agents, or contractors materially exacerbate such Identified Condition during construction performed by or for Port or County, excluding superficial or *de minimis* activity performed by Port or County. Further, BNSF shall not be responsible to Cure any Identified Condition that was not caused by BNSF or its agents, contractors or invitees. Port and County shall cooperate with BNSF in its efforts to Cure any Identified Condition concerning a release of Hazardous Substances on the Property.

(c) (i) For Hazardous Substances released on the Property that BNSF has not agreed to Cure prior to Closing, whether or not BNSF has been notified under Section 7 (a) that such releases are an Identified Condition, BNSF shall pay to the Port or County the costs to investigate, remediate, respond to or otherwise cure (collectively "**Remediate**" or "**Remediation**") any such Hazardous Substance releases, or any violation of Environmental Laws prior to Closing, to the extent occurring as a result of the operations of

BNSF or its corporate predecessors, or the agents, employees, invitees or contractors of BNSF or its corporate predecessors. BNSF shall pay to the Port or County such costs to Remediate as and when required by and in accordance with Environmental Laws to standards for the Property that the applicable regulatory agency would apply had the Property continued to be used as a freight railroad, and to standards for other affected properties that the applicable regulatory agency would apply for such properties. BNSF shall not be responsible for (1) any costs of Remediation to the extent the Port or County or their respective agents, contractors or invitees materially exacerbate the released Hazardous Substances during construction performed by or for Port or County (excluding superficial or *de minimis* activity performed by Port or County), or (2) any duplication of efforts by County or Port or their respective agents, contractors or invitees.

(ii) As among BNSF, Port and County, any Remediation for which this Section 7(c) applies would be carried out by the Port or County. BNSF shall cooperate with such Remediation.

(iii) The obligations of BNSF under this Section 7(c) apply only to Remediation ordered or approved by the applicable regulatory agency, provided that for Remediation approved by the applicable regulatory agency BNSF shall have agreed in writing to the Remediation prior to such approval, which agreement by BNSF shall not be unreasonably withheld, conditioned or delayed. The obligations of BNSF, Port and County under this Section 7(c) also apply regardless of which entity is issued an order by the applicable regulatory agency.

(d) Other than BNSF's obligations under this Section 7, as among BNSF, Port and County, Port and County will be responsible for the all other costs of Remediation of Hazardous Substances released on or from the Property or violations of Environmental Laws.

(e) The Section 7 obligations running from BNSF to the Port and County, and the Section 7 rights running to BNSF from the Port and the County, will be allocated as between the Port and County in the manner separately agreed to by the Port and the County.

(f) The provisions of this Section 7 shall be included in the Deed and shall run with the land.

**EXHIBIT C**

**BNSF DISCLOSURES**

The information contained in the Property Reports.

**EXHIBIT D**

**PORT AND COUNTY DISCLOSURES**

None

## EXHIBIT E

### ASSIGNMENT OF THIRD PARTY LEASES/LICENSES AND OTHER CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF THIRD PARTY LEASES/LICENSES (this "Assignment") is entered into as of \_\_\_\_\_, 2008, BNSF RAILWAY COMPANY ("Assignor") and PORT OF SEATTLE ("Assignee").

#### RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement (Woodinville Subdivision – North Rail Line) dated as of \_\_\_\_\_, 2008 (the "Agreement"), pursuant to which Assignee has agreed to purchase and Assignor has agreed to sell certain real property (the "Property").

B. Assignor is a party to the Third Party Leases/Licenses as described in the Agreement.

C. Assignor wishes to assign, and Assignee wishes to assume, all of Assignor's right, title and interest in and to the Third Party Leases/Licenses excluding all Fiber Optic Agreements (collectively, the "Assigned Agreements"). It is the intent of the parties that their respective rights and obligations under the Fiber Optic Agreements as they relate to the Property shall be governed by applicable law and the parties do not intend to modify the operation of law with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, and Assignee hereby agree as follows:

- 1 **Assignment.** To the extent assignable, Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor's right, title and interest in and under the Assigned Agreements subject to the following sentences of this Section. To the extent any Assigned Agreement relates to other property owned by Assignor ("Other Property") then the foregoing assignment shall only apply as to the Property and not apply as to Other Property. For Assigned Agreements that relate to more than just the Property, Assignee shall not be entitled to any rent or proration of rent thereunder.
- 2 **Assumption; Succession.** To the extent assigned as set forth above, Assignee hereby assumes all of Assignor's duties and obligations under the Assigned Agreements arising and accruing from and after the date of this Assignment and Assignee succeeds to the interests of Assignor under the Assigned Agreements. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims of any kind or nature arising from or related to such Assigned Agreements on or after the date hereof. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all claims of any kind or nature arising from or related to such Assigned Agreements prior to the date hereof.
- 3 **Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.
- 4 **Governing Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 5 **Execution in Counterparts.** This Assignment may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

The parties hereto have executed this Assignment as of the date first written above.

BNSF RAILWAY COMPANY

By: \_\_\_\_\_  
Name:  
Title:

PORT OF SEATTLE

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT F**

**LIST OF THIRD PARTY LEASES/LICENSES**

[See Attached]

## EXHIBIT F

## DONATION - LS. 405 MP. 5 TO 23.45

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPL	PX-85016004	AFFILIATED AMERICAN CORP.	12 INCH CMP STORM WATER RUN-OFF PIPELINE, SS. 590+11, KING COUNTY	WA-BELLEVUE	2/16/1985	LS. 0405, MP. 12.91		\$12.87	
PRPC	NP-00095317	(b) (6)	PRIVATE CROSSING, SS. 849+56,	WA-BELLEVUE	10/1/1965	MP. 8.50		\$8.46	
PMLS	BN-00035423	AMBERJACK LTD	OFFICE LEASE	WA-BELLEVUE	8/1/1993	LS. 405			
PMLS	BN-00033318	AMBERJACK LTD.	OFFICE LEASE KEY BANK BUILDING, SUITE 423, 10655 NE FOURTH;	WA-BELLEVUE	2/10/1989	LS. 405			
PRPC	CX-90016013	BELLEVUE CITY OF	M&O PRIVATE ROAD CROSSING, SURVEY STATION 525+20, MP. 14.14, LINE SEGMENT 0405	WA-BELLEVUE	2/1/1990	LS. 405			FNF
PMPS	S-00005574	BELLEVUE CITY OF	EASEMENT FOR ROADWAY PURPOSES	WA-BELLEVUE	11/15/1982	LS. 405			
IDIT	NP-00014324	BELLEVUE DRY KILN		WA-BELLEVUE	3/19/1953	LS. 405			
PRPL	LC-00211393	BELLEVUE SEWER DISTRICT	8 INCH SANITARY SEWER PIPELINE, KING COUNTY	WA-BELLEVUE	8/1/1973	MP. 9+813		\$4.00	
PRPL	LC-00216013	BELLEVUE, CITY OF	10 INCH SANITARY SEWER PIPELINE, SS. 579+31.40, KING COUNTY	WA-BELLEVUE	9/16/1974	LS. 0405, MP. 13.13			
PRPW	PX-85016093	BELLEVUE, CITY OF	UGD TELEPHONE CABLE, SS. 633+01, KING COUNTY	WA-BELLEVUE	11/1/1985	SL. 0405, MP. 12.09		\$15.00	FNF
GVXS	BF-00002764	BELLEVUE, CITY OF	WIDEN & IMPROVE THE S.E. 1ST STREET GRADE CROSSING; KING COUNTY	WA-BELLEVUE	9/15/1997	LS. 0405, MP. 12.07	091765Y		
GVHB	BF-00009616	BELLEVUE, CITY OF	CONSTRUCT RR. BRIDGE TO ACCOMODATE PEDESTRIAN/BIKEWAY AT 118TH AVENUE SE;	WA-BELLEVUE	4/1/1999	LS. 0405, MP. 9.15	091753E		
GVXS	BF-00021754	BELLEVUE, CITY OF	RELOCATE CANTILEVERS & GATES AT NE 8TH STREET GRADE CROSSING;	WA-BELLEVUE	5/8/2002	LS. 405, MP. 12.62	091766F		
GVXS	BF-00022945	BELLEVUE, CITY OF	WIDEN & IMPROVE 5TH STREET INCLUDING ADDITION OF SIGNAL GATES	WA-BELLEVUE	9/4/2002	LS. 0405, MP. 11.76	091764S		
PRPW	BF-00032037	BELLEVUE, CITY OF	OVERHEAD/UNDERGROUND FIBER OPTIC LINE; KING COUNTY;	WA-BELLEVUE	9/27/2004	LS. 0405, MP. 12.62			
GVXS	BN-00007611	BELLEVUE, CITY OF	INSTALL AFLS/CANTILEVER/GATES AT N.E. 8TH STREET GRADE CROSSING; FAM 2040; KING COUNTY;	WA-BELLEVUE	4/4/1977	MP. 12+3285, LS. 405	091766F		
GVXS	BN-00008277	BELLEVUE, CITY OF	INSTALL AFLS/CANTILEVER/GATES AT MAIN STREET GRADE CROSSING; KING COUNTY;	WA-BELLEVUE	6/28/1977	MP. 12+337			
GVXS	BN-00008278	BELLEVUE, CITY OF	INSTALL AFLS/CANTILEVER/GATES AT S.E. 5TH STREET GRADE CROSSING; KING COUNTY;	WA-BELLEVUE	6/28/1977	MP. 11+4001, LS. 405	091764S		
GVXS	BN-00013194	BELLEVUE, CITY OF	REHABILITATE CROSSING AT 8TH AVENUE NORTHEAST;	WA-BELLEVUE	2/9/1981	MP. 14+3251	091773R		
GVXS	BN-00013305	BELLEVUE, CITY OF	INSTALL CANTILEVER AFLS/GATES AT NE 108TH AVENUE;	WA-BELLEVUE	7/6/1980	MP. 14+3251	091773R		
GVXS	BN-00019545	BELLEVUE, CITY OF	CONSTRUCT CROSSING, LAKE WASHINGTON BLVD. SOUTHEAST, INSTALL ASPHALT CROSSING INSTALL FLANGE & HEADER RAILS, INSTALL AFLS/CANTILEVER/GATES; KING COUNTY;	WA-BELLEVUE	1/28/1985	MP. 8+3386, LS. 405	095990E		
GVHB	BN-00021398	BELLEVUE, CITY OF	RECONSTRUCTION OF NORTHRUP WAY OVERHEAD BRIDGE WHERE IT CROSSES TRACK, GRANT EASEMENT;	WA-BELLEVUE	11/25/1985	MP. 13.71			
GVHB	BN-00039085	BELLEVUE, CITY OF	SEISMICALLY RETROFIT N.E. 12TH STREET OVERPASS & CONSTRUCT TEMPORARY GRADE CROSSING; KING COUNTY;	WA-BELLEVUE	5/4/1995	LS. 405, MP. 12.96	091767M		

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
GVXS	BN-00039707	BELLEVUE, CITY OF	WIDEN & IMPROVE THE 8TH AVE GRADE CROSSING; KING COUNTY;	WA-BELLEVUE	3/29/1996	LS. 405, MP. 12.62	091766F		
PMLO	LC-00213982	BELLEVUE, CITY OF	MAINTENANCE BUILDING FOR M&O OS A SEWER SYSTEM WITH PIPELINES LOCATED NEAR MP. 12.00	WA-BELLEVUE	5/1/1974	LS. 0405			
PRPL	LC-00229022	BELLEVUE, CITY OF	12 INCH WATER PIPELINE, SS. 500+00, KING COUNTY	WA-BELLEVUE	8/1/1978	LS. 0405, MP. 14.61		\$10.00	
PRPL	LC-00231493	BELLEVUE, CITY OF	8 INCH SEWER PIPELINE, SS. 594+30, KING COUNTY	WA-BELLEVUE	5/16/1979	LS. 0405, MP. 13.64		\$10.00	
PRPL	LC-00234128	BELLEVUE, CITY OF	12 INCH WATER PIPELINE, SS. 527+95, KING COUNTY	WA-BELLEVUE	4/1/1980	LS. 0405, MP. 14.08		\$10.00	
PMLO	LC-00236039	BELLEVUE, CITY OF	8 INCH LONGITUDINAL SEWER PIPELINE, KING COUNTY	WA-BELLEVUE	11/1/1980	LS. 405		\$360.00	
PRPL	LC-00239082	BELLEVUE, CITY OF	8 INCH SANITARY SEWER PIPELINE, SS. 586+14, KING COUNTY	WA-BELLEVUE	10/1/1981	LS. 0405, MP. 12.98		\$10.00	
PRPL	LC-00241159	BELLEVUE, CITY OF	8 INCH WATER PIPELINE & 6 INCH SEWER PIPELINE, SS. 738+13 & SS. 737+84, KING COUNTY	WA-BELLEVUE	4/1/1983	LS. 0405, MP. 10.10 & MP. 10.11		\$5.00	
PMLO	LC-00400377	BELLEVUE, CITY OF	LEASE OF LANDFOR STORAGE & FIRE LANE, KING COUNTY; CANCELS LC #234093;	WA-BELLEVUE	3/1/1988	LS. 405		\$236,029.00	
GVHB	NP-00019009	BELLEVUE, CITY OF	C & M OF HWY OHD BRIDGE TO CARRY 12TH STREET NORTHEAST OVER TRACKS;	WA-BELLEVUE	8/6/1969	MP. 12+5097			
PRPL	PX-91016055	BELLEVUE, CITY OF	8 INCH PVC SEWER PIPELINE, SS. 850+54, KING COUNTY	WA-BELLEVUE	3/15/1991	LS. 0405, MP. 11.76		\$11.67	
PMLO	LC-00246175	(b) (6)	ACCESS ROADWAY, BEAUTIFICATION, & 8 INCH DRAINAGE PIPELINE; KING COUNTY	WA-BELLEVUE	1/16/1984	MP. 8.47 TO MP. 8.50		\$363.54	
PRPC	NP-00094422	(b) (6)	PRIVATE CROSSING, SS. 849+56, NEAR MP. 8.00	WA-BELLEVUE	8/3/1964	LS. 405			
PRPC	NP-00099160	(b) (6)	PRIVATE ROAD CROSSING, KING COUNTY	WA-BELLEVUE	5/8/1968	LS. 0405, MP. 8.63		\$5.00	FNF
PMLO	LC-00247763	C & I CO	PARKING	WA-BELLEVUE	10/20/1984	LS. 405			FNF
PMLO	LC-00226061	(b) (6)	DWELLING PIPELINE YARD & DRIVEWAY	WA-BELLEVUE	3/1/1977				FNF
PRPW	BF-00015315	COMMUNITY TELECABLE OF BELLEVUE, INC.	FIBER OPTIC CATV CROSSING; LS. 405, MP. 11.63;	WA-BELLEVUE	8/4/2000	LS. 405			
PMLS	BN-00027679	DEAN WITTER REALTY INCOME PARTNERSHIP II LP.; 110 ATRIUM PLACE ASSOC., LLC.; EQUITY OFFICE PROPERTIES;	OFFICE LEASE; 1,671 SF., UNITED OLYMPIC LITE BUILDING, 110 110TH AVENUE NE, BELLEVUE, WA	WA-BELLEVUE	4/17/1987	LS. 405			
PMPS	NP-00019716	DEBCO		WA-BELLEVUE	5/23/1968	LS. 405			FNF
PRPC	NP-00095320	(b) (6)	PRIVATE CROSSING, SS. 849+56, KING COUNTY; CANCELS NP70874	WA-BELLEVUE	6/2/1965	MP. 8.50			
PMLO	LC-00500089	EASTSIDE JEEP EAGLE	PARKING FOR EMPLOYEES	WA-BELLEVUE	8/16/1989	LS. 405			FNF
PRPL	LC-00231126	EASTSIDE ROOFING SUPPLY INC.	6 INCH SEWER PIPELINE, SS. 545+21, KING COUNTY	WA-BELLEVUE	3/16/1979	LS. 0405, MP. 13.75		\$10.00	
PRPL	PX-84016063	EASTVIEW 116 LIMITED PARTNERSHIP	STORM WATER DISCHARGE PIPELINE, SS. 588+88, KING COUNTY	WA-BELLEVUE	12/16/1984	LWS. 0405, MP. 12.93			
PRPL	PX-93016101	ELECTRIC LIGHTWAVE, INC.	UGD 3 INCH FIBER OPTIC TELEPHONE CABLE, SS. 565+83, KING COUNTY	WA-BELLEVUE	6/11/1993	LS. 0405, MP. 23.36			

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PMLO	LC-00500363	ENTERPRISE LEASING CO	AUTOMOBILE PARKING (COPY OF CONTRACT IN FILE)	WA-BELLEVUE	10/28/1991	LS. 405			FNF
PMLO	LC-00209802	EVERGREEN SERVICES CORP	ACCESS ROADWAY FENCE & BEAUTIFICATION	WA-BELLEVUE	4/1/1973	LS. 405			FNF
						LS. 405,			
PMLO	BF-00029891	EXOTIC MOTORS AUTO REBUILD, INC.	LEASE OF LAND FOR A PARKING LOT, DRIVEWAY & CONSTRUCTING A FENCE; KING COUNTY;	WA-BELLEVUE	5/12/2004	MP. 12.56		\$3,933.82	
PMLO	LC-00235235	(b) (6)	FENCE & ROADWAY ETC JT (b) (6)	WA-BELLEVUE	9/1/1980	LS. 405			FNF
IDIT	NP-00018571	GALBRAITH & CO		WA-BELLEVUE	7/15/1960	LS. 405			
PRPW	LC-00228440	GENERAL TELEPHONE COMPANY OF THE NORTHWEST	UGD TELEPHONE CABLE, SS. 500+20, KING COUNTY	WA-BELLEVUE	5/16/1978	LS. 0405, MP. 14.12			
PMLO	LC-00238913	GLAD CO. INC.	WATER DRAINAGE DITCH, SS. 585+43, KING COUNTY	WA-BELLEVUE	10/1/1981	LS. 0405, MP. 12.99			
PMLO	NP-00085258	(b) (6)		WA-BELLEVUE		LS. 405			FNF
PRPL	PX-90016250	GTE NORTHWEST INC	4 INCH OD PVC PIPELINE INSIDE A 10 INCH CASING, SS. 547+00, KING COUNTY	WA-BELLEVUE	10/15/1990	LS. 0405, MP. 13.72			
PMPS	S-00002287	(b) (6)	EASEMENT FOR ROADWAY	WA-BELLEVUE	10/22/1974	LS. 405			
PRGN	GN-00021440	(b) (6)	CATTLE PASS UNDER BRIDGE 39.6; SKAGIT COUNTY	WA-BELLEVUE	2/21/1927	LS. 405			
PMLO	BF-00005265	HO, INC.	LEASE OF PREMISES FOR PURPOSE OF STORING CARS, LS. 405, MP. 12.6 TO MP. 12.7	WA-BELLEVUE	4/1/1998	LS. 405			
PRPL	PX-84016026	ICOM AMERICA, INC.	12 INCH STORM WATER DRAINAGE PIPELINE, SS. 556+53, KING COUNTY	WA-BELLEVUE	7/16/1984	LS. 0405, MP. 13.54			
PMLO	LC-00230673	(b) (6)	FENCE ROADWAY PARKING & BEUTIFICATION	WA-BELLEVUE	2/1/1979	LS. 405			FNF
PRPL	BF-00023266	KING COUNTY DOT	12 INCH STORM WATER PIPELINE;	WA-BELLEVUE	9/27/2002	LS. 405, MP. 7.06			
PRPL	NP-00089779	KING COUNTY WATER DISTRICT NO. 68	16 INCH WATER PIPELINE, KING COUNTY	WA-BELLEVUE	5/14/1962	LS. 405			
PRPL	NP-00085238	68; BELLEVUE, CITY OF	12 INCH WATER MAIN, SS. 552+08, KING COUNTY	WA-BELLEVUE	10/24/1958	MP. 13.63			
PRPL	NP-00086144	KING COUNTY WATER DISTRICT NO. 68; BELLEVUE, CITY OF	12 INCH & 4 INCH WATER PIPELINE, SS. 632+150, NEAR MP. 12; KING COUNTY	WA-BELLEVUE		LS. 405			FNF
PRPL	NP-00100281	KING COUNTY WATER DISTRICT NO. 68; BELLEVUE, CITY OF	12 INCH WATER MAIN INSIDE A 20 INCH CASING, NEAR 116TH STREET, KING COUNTY	WA-BELLEVUE	8/1/1968	LS. 405			
						LS. 0405, MP. 13.52 & MP. 13.48			
PRPL	LC-00228790	LUNDE CONSTRUCTION CO. INC.	TWO 6 INCH DRAIN PIPELINES, SS. 557+65 & SS. 559+65, KING COUNTY	WA-BELLEVUE	7/1/1978	LS. 0405, MP. 12.97			
PRPW	PX-94021182	MFS NETWORK TECHNOLOGIES, INC.	ATTACH 4 INCH PIPELINE TO EXISTNIG OVERHEAD BRIDGE; KING COUNTY	WA-BELLEVUE	11/28/1994	LS. 405			
PRPL	PX-95020565	MFS NETWORK TECHNOLOGIES, INC.	UNDERGROUND FIBER OPTIC TELEPHONE CABLE CROSSING	WA-BELLEVUE	6/9/1995	LS. 405			
			20 INCH 20 INCH CASING PIPELINE FOR FUTURE PLACEMENT OF FIBER OPTIC CABLE, AT 120TH NE; KING COUNTY			LS.0405, MP. 13.70			
PRPW	PX-95021086	MFS NETWORK TECHNOLOGIES, INC.		WA-BELLEVUE	6/8/1995				
			20 INCH UGD STEEL CASING PIPELINE FOR FUTURE PLACEMENT OF FIBER OPTIC CABLEAT 120TH AVENUE NE & SOUTH OF NORTHRUP WAY; KING COUNTY			LS. 0405, MP. 13.70			
PRPW	PX-95021085	MFS TECHNOLOGIES, INC.		WA-BELLEVUE	5/17/1995				
			UGD SEWER PIPELINE & 2 INCH WATER PIPELINE, SS. 738+73 & SS. 738+30 RESPECTIVELY; KING COUNTY			LS. 0405, MP. 09 & MP. 10.10			
PRPL	NP-00094492	MUNICIPALITY OF METROPOLITAN SEATTLE		WA-BELLEVUE	7/22/1964				

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPL	NP-00095176	MUNICIPALITY OF METROPOLITAN SEATTLE	UGD SEWER PIPELINE, SS. 566+75, KING COUNTY	WA-BELLEVUE	12/3/1964	LS. 0405, MP. 13.37			
PMLO	NP-00088936	MUTUAL MATERIALS CO		WA-BELLEVUE		LS. 405			FNF
PRPC	CX-85016015	(b) (6)	M&O PRIVATE ROAD CROSSING, KING COUNTY, CANCELS NP94423	WA-BELLEVUE	6/18/1984	LS. 0405, MP. 8.50		\$5.00	
PRPW	LC-00217668	PACIFIC NORTHWEST BELL TELEPHONE CO.; US WEST COMMUNICATIONS INC.	UGD TELEPHONE CABLE, ALONG 120TH AVENUE NE, KING COUNTY	WA-BELLEVUE	2/18/1975	LS. 0405			
PRPL	PX-90016175	OVERLAKE HOSPITAL MEDICAL CENTER	15 INCH CMP STORM DRAIN PIPELINE; SS. 593+65, KING COUNTY	WA-BELLEVUE	7/2/1990	LS. 0405, MP. 12.84			
PMPS	S-00005268	PACIFIC CONSTRUCTION ASSOCIATES	QUITCLAIM DEED	WA-BELLEVUE	12/29/1980	LS. 405			
PRPL	LC-00229978	PACIFIC NORTHWEST PROPERTIES INC.	24 INCH STORM SEWER PIPELINE, SS. 495+20, KING COUNTY	WA-BELLEVUE	11/1/1978	LS. 0405, MP. 14.70		\$10.00	
PRPW	NP-00086084	PACIFIC TELEPHONE & TELEGRAPH CO.; PACIFIC NORTHWEST BELL TELEPHONE CO.	OHD WIRE LINE, NEAR MP. 9.00	WA-BELLEVUE	4/15/1959	LS. 405			
PRPC	NP-00094424	(b) (6)	PRIVATE CROSSING, SS. 849+56	WA-BELLEVUE	11/4/1964	MP. 8		\$0.00	
PRPL	PX-86016077	PRYDE CORP.	UGD DRAINAGE PIPELINE, 643+08, KING COUNTY	WA-BELLEVUE	9/1/1986	LS. 0405, MP. 11.90			
PRPL	PX-84016027	PUGENT SOUND POWER & LIGHT CO.	DISCHARGE STORM WATER RUN-OFF INTO DRAINAGE DITCH ON RIGHT OF WAY; SS. 581+80; KING COUNTY	WA-BELLEVUE	8/27/1984	LS. 0405, MP. 13.06			
PRPW	BF-00013446	PUGET SOUND ENERGY, INC.	3 OHD ELECTRIC SUPPLY CABLES; LS. 405, MP. 10.88;	WA-BELLEVUE	2/22/2000	LS. 405			
PRPW	BF-00015295	PUGET SOUND ENERGY, INC.	6 OHD ELECTRIC WIRE LINES; LS. 405, MP. 10.09;	WA-BELLEVUE	6/28/2000	LS. 405			
PRPL	BF-00025155	PUGET SOUND ENERGY, INC.	2 INCH NATURAL GAS PIPELINE; KING COUNTY, INDEMNITY LETTER	WA-BELLEVUE	3/27/2003	LS. 405, MP. 10.10			
PRPW	BF-00031941	PUGET SOUND ENERGY, INC.	3 ELECTRIC 12.5KV WIRES INSIDE A 6-INCH CARRIER PIPE, UNDERGROUND CROSSING; KING COUNTY;	WA-BELLEVUE	9/21/2004	LS. 0405, MP. 14.75			
PRPW	LC-00217161	PUGET SOUND POWER & LIGHT CO.	9 POLES & 5 ANCHORS FOR POWER WIRE, KING COUNTY	WA-BELLEVUE	1/21/1975	LS. 405			
PRPW	LC-00232429	PUGET SOUND POWER & LIGHT CO.	UGD POWER CABLE, SS. 632+00, KING COUNTY	WA-BELLEVUE	9/1/1979	LS. 0405, MP. 12.01		\$10.00	
PRPW	NP-00094522	PUGET SOUND POWER & LIGHT CO.	LONGITUDINAL WIRE LINE, , SS. 787+89 TO SS. 815+15, KING COUNTY	WA-BELLEVUE	7/15/1965	MP. 8.64 TO MP. 9.16		\$1,287.50	
PRPW	NP-00095285	PUGET SOUND POWER & LIGHT CO.	OHD WIRE LINE, SS. 544+75, KING COUNTY	WA-BELLEVUE	1/15/1965	MP. 13.76		\$4.00	
PRPW	NP-00098564	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE UNDERNEATH BRIDGE NO. 10, SS. 738+48.2, KING COUNTY	WA-BELLEVUE	7/1/1967	LS. 0405, MP. 10.09		\$9.00	
PRPW	NP-00100615	PUGET SOUND POWER & LIGHT CO.	TWO 6 INCH CONDUITS, FOUR 4 INCH CONDUITS FOR FIRE ALARM INSIDE A 16 INCH CASING PIPE NEAR SS. 605+15.50; KING COUNTY	WA-BELLEVUE	1/2/1969	LS. 405		\$4.00	
PRPL	PX-90016238	PUGET SOUND POWER & LIGHT CO.	2.50 INCH FIBER OPTIC CABLE, SS. 624+57, KING COUNTY	WA-BELLEVUE	9/17/1990	LS. 0405, MP. 12.25			
PRPW	PX-91016149	PUGET SOUND POWER & LIGHT CO.	12.5 KV POWER CABLE, SS. 650-90, KING COUNTY	WA-BELLEVUE	9/3/1991	LS. 0405, MP. 11.74			
PMPS	NP-00019800	(b) (6)		WA-BELLEVUE	2/21/1966	LS. 405			FNF
IDIT	BN-00007902	SAFEWAY STORES, INC.	RELOCATE, CM&O TRACK;	WA-BELLEVUE	7/6/1977	LS. 405			

## EXHIBIT F

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
IDIT	NP-00016193	SAFEWAY WAREHOUSE INC		WA-BELLEVUE	4/14/1959	LS. 405			
PRPL	NP-00098556	SEATTLE, CITY OF	30 WATER MAIN, SS. 749+95, KING COUNTY	WA-BELLEVUE		MP. 9.88		\$5.00	
PRPL	NP-00093095	SEATTLE, CITY OF; MUNICIPALITY OF METROPOLITAN SEATTLE	LONGITUDINAL SEWER PIPELINE, KING COUNTY	WA-BELLEVUE	5/14/1963	MP. 10.16 TP MP. 10.98			
PMLO	LC-00400286	(b) (6)	DRIVEWAY, CANCELS LC #246171;	WA-BELLEVUE	1/12/1988	LS. 405		\$600.00	
PRPL	LC-00245929	SPANOS A G CONSTRUCTION INC	WATER LINE XING MP 14 + 1862	WA-BELLEVUE	12/16/1983	LS. 405		\$15.00	FNF
PRPL	LC-00245930	SPANOS A G CONSTRUCTION INC	SEWER LINE XING MP 14 + 1612	WA-BELLEVUE	12/16/1983	LS. 405		\$15.00	FNF
PMLO	LC-00241128	(b) (6)	FENCE & RDWY, PVT. PKG.	WA-BELLEVUE	6/16/1982				FNF
PRPC	NP-00095318	(b) (6)	PRIVATE CROSSING, SS. 849+56, KING COUNTY, CANCELS NP70874	WA-BELLEVUE	4/20/1965	MP. 8.50			
PRPC	NP-00085921	(b) (6)	PRIVATE CROSSING & 18 INCH CULVERT NEAR MP. 8; KING COUNTY; CANCELS NP80395	WA-BELLEVUE	1/22/1959	LS. 405			
PRPW	NP-00098525	TELECABLE OF BELLEVUE, INC.	TELEVISION CABLE, SS. 638+00; KING COUNTY	WA-BELLEVUE	6/1/1967	LS. 405			FNF
PRPC	NP-00093752	(b) (6)	PRIVATE CROSSING NEAR MP. 8; KING COUNTY; CANCELS NP64904	WA-BELLEVUE	3/13/1964	LS. 405		\$1.00	
PRPC	NP-00078106	(b) (6) ASSIGNED TO (b) (6)	PRIVATE CROSSING, NEAR NE 8TH STREET, KING COUNTY	WA-BELLEVUE	3/1/1955	LS. 405			
PRPW	LC-00232428	US WEST COMMUNICATIONS, INC.; FKA PACIFIC NORTHWEST BELL TELEPHONE CO.;	UGD TELEPHONE WIRE LINE, SS. 632+00, MP. 12+600 FT.;	WA-BELLEVUE	9/1/1979	LS. 405			
PRPC	NP-00085225	(b) (6)	PRIVATE CROSSING, SS. 849+56, KING COUNTY	WA-BELLEVUE	6/18/1959	LS. 405			
PRPL	NP-00088216	WASHINGTON NATURAL GAS CO	4 INCH NATURAL GAS PIPELINE NEAR 8TH STREET, KING COUNTY	WA-BELLEVUE	4/15/1960	LS. 405			
PRPL	NP-00080971	WASHINGTON NATURAL GAS CO.	TWO 8 INCH NATURAL GAS PIPELINES	WA-BELLEVUE	5/28/1956	LS. 405			
PRPL	NP-00089711	WASHINGTON NATURAL GAS CO.	2 INCH NATURAL GAS PIPELINE, KING COUNTY	WA-BELLEVUE	2/15/1961	MP. 7.83			
PRPL	PX-93016238	WASHINGTON NATURAL GAS CO.	UGD 1.66 INCH NATURAL GAS PIPELINE INSIDE A 4.5 INCH CASING; KING COUNTY	WA-BELLEVUE	10/11/1993	LS. 0405, MP. 13.30			
GVHB	BN-00032524	WASHINGTON STATE OF	WIDEN & IMPROVE SR-405 OVERHEAD HIGHWAY BRIDGE NO. 405/48 S. W.	WA-BELLEVUE	8/2/1991	LS. 405			
GVXS	BF-00045817	WASHINGTON, STATE OF	REMOVAL OF EXISTING TRACK FROM WILBURTON AREA AS PART OF IMPROVEMENT TO I-405; KING COUNTY	WA-BELLEVUE	2/23/2007	LS. 0405, M.P. 10.60 TO MP. 11.35			
PRPL	LC-00234127	WHIRLPOOL CORP.; BELLEVUE, CITY OF	6 INCH SANITARY SEWER PIPELINE, SS. 528+30, KING COUNTY	WA-BELLEVUE	4/1/1980	LS. 0405, MP. 14.07			
PRPL	LC-00236185	WHIRLPOOL CORP.; BELLEVUE, CITY OF	29 INCH STORM WATER DRAINAGE PIPELINE, SS. 533+59, KING COUNTY	WA-BELLEVUE	12/16/1980	LS. 0405, MP. 13.97			
PRPL	NP-00097970	WILLAMETTE VALLEY LUMBER CO.; WESTERN KRAFT CORP.	14 & 18 INCH STORM DRAINS, 4 INCH DOMESTIC WATER PIPELINE, 6 INCH & 8 INCH FIRE CONTROL WATER PIPELINES; KING COUNTY	WA-BELLEVUE	12/1/1966	LS. 405			
PMLO	LC-00500642	(b) (6)	COMMUNITY SPORTS COURT, CANCELS LC #400432	WA-BELLEVUE	7/1/1994	LS. 405			
PRPW	BF-00013507	WORLDWIDE FIBER NETWORKS, INC.	UGD FIBER OPTIC COMMUNICATION CABLES; LS. 405, MP. 13.82;	WA-BELLEVUE	3/3/2000	LS. 405			
PRPW	BF-00013508	WORLDWIDE FIBER NETWORKS, INC.	UGD FIBER OPTIC COMMUNICATION CABLES; LS. 405, MP. 11.71;	WA-BELLEVUE	3/3/2000	LS. 405			
PRPL	NP-00011233	SNOHOMISH, CITY OF	WOODEN WATER PIPELINE INSTALLATION TO SUPPLY WATER TO LOCOMOTIVES ; SNOHOMISH COUNTY	WA-BROMART	2/9/1944				PARTIAL ASSIGNMENT

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPC	LC-00232814	(b) (6)	M&O 16 FOOT PLANK PRIVATE ROAD CROSSING; SS. 823+06, KING COUNTY, MP. 8+2650	WA-KENNYDALE	10/16/1979	MP. 8.50			
PMLO	LC-00232753		SITE FOR PARKING & BEAUTIFICATION, SS. 1004+78; KING COUNTY; CANCELS LC228415	WA-KENNYDALE	10/1/1979	LS. 405			FNF
PRPL	LC-00232376		6 INCH LONGITUDINAL WATER PIPELINE ON ROW; KING COUNTY	WA-KENNYDALE	9/1/1979	LS. 405		\$848.72	
PMLO	BF-00005453		INDEFINITE TERM LAND LEASE FOR A DWELLING, PUMPHOUSE, & RETAINING WALL	WA-KENNYDALE	2/2/1998				
PRPC	CX-95020123		24 FOOT PRIVATE ROAD CROSSING, MP. 18.59; KING COUNTY	WA-KENNYDALE	6/14/1995	MP. 18.49			
PMLO	LC-00226589		SITE FOR PRIVATE AUTO PARKING, STORAGE & GARDEN, SS. 1000+00; KING COUNTY	WA-KENNYDALE	8/1/1978	MP. 5.14			
PMLO	LC-00500914		GARDEN, YARD, BULKHEAD, NON-EXCLUSIVE ROADWAY & PARKING	WA-KENNYDALE	4/2/1996	LS. 405			
PMLO	NP-00032001	KING, COUNTY OF	ROADWAY & DRAINAGE PURPOSES	WA-KENNYDALE	12/4/1917	LS. 405			
PMLO	LC-00232754	(b) (6)	SITE FOR ROADWAY & PARKING, KING COUNTY; CANCELS LC228417	WA-KENNYDALE	10/1/1979	LS. 405			
PRPC	BN-00018241		M&O PRIVATE ROAD CROSSING;	WA-KENNYDALE	3/14/1984				
PRPL	BF-00035311	PUGET SOUND ENERGY, INC.	2 INCH NATURAL GAS PIPELINE, KING COUNTY	WA-KENNYDALE	5/24/2005	LS. 405, MP. 5.79			
PRPW	27737-463	PUGET SOUND POWER & LIGHT CO.	MP. 5, 2 4" PIPELINES	WA-KENNYDALE	10/25/1957				
PRPW	27737-549	PUGET SOUND POWER & LIGHT CO.	MASTER AGREEMENT, WIRELINES	WA-KENNYDALE	4/3/1961				
PRPW	LC-00208371	PUGET SOUND POWER & LIGHT CO.	OHD POWER WIRE LINE, SS. 103+39, KING COUNTY; CANCELS NP85394	WA-KENNYDALE	8/9/1972	MP. 5.09			
PRPW	LC-00232706	PUGET SOUND POWER & LIGHT CO.	UGD LONGITUDINAL ELECTRIC WIRE LINE ON ROW; KING COUNTY	WA-KENNYDALE	10/1/1979	LS. 405			
PRPL	NP-00019195	RENTON CITY OF		WA-KENNYDALE	6/11/1970	LS. 405			
PRPL	BF-00046312	RENTON, CITY OF	24 INCH STORM WATER PIPELINE, KING COUNTY	WA-KENNYDALE	7/2/2007	LS. 405, MP. 5.94			
PRPC	LC-00230243	RENTON, CITY OF	PRIVATE ROAD CROSSING; CANCELS NP #80816; KING COUNTY;	WA-KENNYDALE	12/1/1978	MP. 4+1773			
PRPL	LC-00236947	RENTON, CITY OF	6 INCH LONGITUDINAL WATER PIPELINE ALONG ROW BETWEEN FIRST & SECOND STREETS; KING COUNTY	WA-KENNYDALE	5/16/1978	LS. 405			
PRPL	LC-00239173	RENTON, CITY OF	8 INCH WATER PIPELINE, MP. 4+4194, SS. 1017+70;	WA-KENNYDALE	9/22/1981	LS. 405			
PMLO	PX-92016189	RENTON, CITY OF	PAVING ROADWAY FOR ACCESS TO AN EXISTING SEWER LIFT STATION ON ROW; SS. 970+50; KING COUNTY	WA-KENNYDALE	11/2/1992	LS. 0405, MP. 5.71			
IDIT	NP-00006996	SPIEGEL, WA	SPUR TRACK NEAR MP.5.00, SS. 10373+52	WA-KENNYDALE	8/10/1928	LS. 405			
PRPL	PX-86016094	WASHINGTON NATURAL GAS CO	2 INCH STEEL NATURAL GAS PIPELINE CROSSING, SS. 1001+50, MP. 5.13	WA-KENNYDALE	10/1/1986	LS. 405			
PRPL	PX-92016035	WASHINGTON NATURAL GAS CO.	UGD 1 5/8 INCH NATURAL GAS PIPELINE, SS. 973+59, LS. 405, MP. 5.66, KING COUNTY	WA-KENNYDALE	3/16/1992	LS. 0405, MP. 5.66			
PRPL	NP-38488	KING, COUNTY OF	12 INCH CONCRETE SEWER PIPELINE	WA-KING COUNTY	3/14/1922	LS. 405			FNF
PRGN	RW-95021195	ATCON CONSTRUCTION CO., INC.	TEMPORARY OCCUPANCY TO CONSTRUCT A FEN	WA-KIRKLAND	12/4/1995	LS. 405, MP. 17.1 TO MP. 17.2			
PRPW	NP-40736	BOLLINGER, PA	UGD ELECTRIC WIRELINE	WA-KIRKLAND	11/10/1923	LS. 405, MP. 17.46			FNF

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPL	PX-85016015	BUCHAN BROTHERS CONSTRUCTION CO.; BENCHMARK, INC.	15 INCH STORM WATER PIPELINE, SS. 190+13, KING COUNTY	WA-KIRKLAND	2/28/1983	LS. 0405, MP. 20+2515			
PRPL	BF-00026665	CITY OF KIRKLAND	6-INCH PVC CONNECTING SEWAGE PIPE; KING COUNTY	WA-KIRKLAND	8/11/2003	LS. 0405, MP. 17.65			
PRPL	BF-00041363	CITY OF KIRKLAND DEPT. OF PUBLIC WORKS	20 INCH WATER PIPELINE, KING COUNTY	WA-KIRKLAND	7/28/2006	LS. 405, MP. 17.44			
PRPL	RW-94020502	CITY OF KIRKLAND DEPT. OF PUBLIC WORKS	INSTALL CATCH BASIN & 12 INCH STORM DRAINAGE	WA-KIRKLAND	1/5/1994	LS. 405, MP. 19			
PRPL	LC-00237803	CROW SPIEKER HOSFORD NO. 80	10 INCH STORM SEWER PIPELINE, SS. 251+06, KING COUNTY	WA-KIRKLAND	5/16/1981	LS. 0405, MP. 19.33			
PMLO	BF-00006413	CWS, INC.	LAND LEASE FOR OPEN STORAGE OF VINYL FENCE & DECK MATERIAL;	WA-KIRKLAND	7/1/1998	LS. 405, MP. 17.12			
		(b) (6)							
PMLT	PX-88016048		LOADING DOCK & ACCESS ROADWAY AT THE END OF SPUR TRACK; CANCELS NP #100574;	WA-KIRKLAND	6/1/1988	LS. 0405, MP. 16.66			
PRPW	PX-96021088	ELECTRIC LIGHTWAVE, INC.	UGD FIBER OPTIC ELECTRIC WIRE LINE, KING CO	WA-KIRKLAND	7/11/1996	LS. 0405, MP. 16378			FNF
PRPC	CX-91016063	FRANK COLUCCIO CONSTRUCTION CO.	M&O OF PRIVATE ROAD CROSSING, SS. 240+33.7, KING COUNTY	WA-KIRKLAND	8/15/1991	LS. 0405, MP. 19.53			
PRPW	LC-00246019	GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.	UGD FIBER OPTIC CABLE, SS. 373+02, KING COUNTY	WA-KIRKLAND	1/1/1984	LS. 0405, MP. 17.028			
PRPW	LC-00236800	GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.	UGD TELEPHONE CABLE, SS. 27+17, KING COUNTY	WA-KIRKLAND	3/1/1981	LS. 0405, MP. 19.78			
PRPW	LC-00237475	GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.	UGD TELEPHONE CABLE, SS. 262+09, KING COUNTY	WA-KIRKLAND	4/16/1981	LS. 0405, MP. 19.12		\$10.00	FNF
PRPW	NP-00099151	GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.	UGD TELEPHONE WIRE LINE, KING COUNTY	WA-KIRKLAND	4/1/1968	MP. 17			
PRPW	NP-00101183	GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.	OHD TELEPHONE WIRE LINE, KING COUNTY	WA-KIRKLAND	8/1/1969	MP. 19		\$8.00	
PRPL	PX-95021021	GEOMETRIX DESIGN GROUP	18 INCH STORM SEWER PIPELINE INSIDE A 30 INCH CASING; KING COUNTY	WA-KIRKLAND	3/16/1995	LS. 0405, MP. 20.0			
PMLO	LC-00248853	(b) (6)	ACCESS FOR CONSTRUCTION & PARKING	WA-KIRKLAND	10/1/1985	LS. 405			FNF
PMLO	LC-00217960	GRAHAM STEEL CORP	ACCESS ROADWAY	WA-KIRKLAND	4/16/1975	LS. 405			FNF
PRPW	BF-00005052	GTE NORTHWEST, INC.	OHD TELEPHONE WIRE LINE, KING COUNTY	WA-KIRKLAND	2/17/1998	LS. 405, MP. 17.25			
PRPW	PX-91016131	GTE NORTHWEST, INC.	UGD TELEPHONE CABLE, SS. 384+04.3, KING COUNTY	WA-KIRKLAND	7/15/1991	LS. 0405, MP. 16.81			
PRPW	PX-94020541	GTE NORTHWEST, INC.	UGD FIBER OPTIC CABLE INSIDE A 12 1/2 INCH CASING NEAR 120TH AVENUE, KING COUNTY	WA-KIRKLAND	3/28/1994	LS. 0405, MP. 19.11			
PMLO	LC-00233121	HILLCREST CORP.	DRAINAGE DITCH, SS. 275+00; KING COUNTY; CANCELS LC229028	WA-KIRKLAND	8/1/1979	LS. 0405, MP. 18.88		\$5,769.00	
		(b) (6)							
PRPL	PX-90016016	JONESCO DEVELOPMENTS	24 INCH CONCRETE STORM WATER DRAINAGE PIPELINE WITH CATCH BASIN, SS. 377+03 TO SS. 337+40, KING COUNTY	WA-KIRKLAND	4/16/1990	LS. 0405, MP. 17.70			
IDIT	NP-00017086	KELLY MOORE PAINT CO		WA-KIRKLAND	8/24/1962	LS. 405			
PMLO	LC-00230299	KESTER BROTHERS INC	SITE FOR PARKING LOT & ACCESS	WA-KIRKLAND	1/1/1979	LS. 405			FNF
PRPW	BF-00028445	KING COUNTY DEPARTMENT OF TRANSPORTATION	ONE 2-FIBER OPTIC UNDERGROUND CROSSING; KING COUNTY;	WA-KIRKLAND	1/8/2004	LS. 0405, MP. 19.73			

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPL	LC-00229873	KING COUNTY WATER DISTRICT NO. 81	8 INCH WATER PIPELINE NEAR MP. 21.00, SS. 182+35, KING COUNTY	WA-KIRKLAND	10/16/1978	LS. 405		\$10.00	
PRPL	LC-00242155	KING COUNTY WATER DISTRICT NO. 81	12 INCH WATER PIPELINE, SS. 206+34, KING COUNTY	WA-KIRKLAND	10/16/1982	LS. 0405, MP. 20.16			
PRPL	NP-00082133	KING COUNTY WATER DISTRICT NO. 81	TWO 6 INCH WATER PIPELINES & 8 INCH WATER PIPELINE, KING COUNTY	WA-KIRKLAND	2/19/1957	MP. 20			
PRPL	NP-00093881	KING COUNTY WATER DISTRICT NO. 81	8 INCH WATER PIPELINE, KING COUNTY	WA-KIRKLAND	2/15/1964	MP. 19			
PRPL	NP-00095304	KING COUNTY WATER DISTRICT NO. 81	8 INCH WATER PIPELINE, KING COUNTY	WA-KIRKLAND	2/25/1965	MP. 20			
GVXS	BN-00035752	KING, COUNTY OF	REMOVE CROSSBUCSK & INSTALL AUTOMATIC FLASHING LIGHT SIGNALS AT 140TH AVENUE NE; KING COUNTY	WA-KIRKLAND	9/8/1993	LS. 0405, MP. 21.13	091792V		
GVXS	BN-00041026	KING, COUNTY OF	REHAB CROSSING & INSTALL AUTOMATIC FLASHING LIGHT SIGNALS WITH GATES AT 132ND AVENUE; SS. 196+15, SEE NP24342; KING COUNTY	WA-KIRKLAND	12/12/1996	LS. 0405, MP. 20.36	091791N		
GVHB	NP-00006097	KING, COUNTY OF	CONSTRUCT OVERHEAD BRIDGE;	WA-KIRKLAND	5/25/1926	LS. 405			
GVXS	NP-00017648	KING, COUNTY OF	INSTALL AFLS AT 132ND AVENUE NORTHEAST GRADE CROSSING;	WA-KIRKLAND	9/25/1964	MP. 20+1918			
GVXS	NP-00018429	KING, COUNTY OF	INSTALL AFLS AT NORTHEAST 145TH STREET GRADE CROSSING;	WA-KIRKLAND	5/22/1967	MP. 22+1510			
PMPS	S-00004251	KIRKLAND CITY OF	HWY ESMT NE 112TH ST MP 19+627 FT	WA-KIRKLAND	4/12/1979	LS. 405			
PMPS	S-00004252	KIRKLAND CITY OF	ESMT FILL SLOPE NE 116TH ST MP 19+194	WA-KIRKLAND	4/12/1979	LS. 405			
PMLO	LC-00400252	KIRKLAND GATEWAY ASSOCIATES; KIRKLAND WAY INVESTMENTS	WAREHOUSE, KING COUNTY; CANCELS LC202545 & LC202546;	WA-KIRKLAND	9/15/1987	LS. 405			FNF
GVXS	BF-00010488	KIRKLAND, CITY OF	INSTALL AFLS/GATES AT 128TH LANE; KING COUNTY;	WA-KIRKLAND	6/1/1999	LS. 405, MP. 20.18	101364E		
PRGN	BF-00010945	KIRKLAND, CITY OF	CONSTRUCTING SEISMICALLY RETROFITTING & EXISTING OVERPASS & REGRADING BRIDGE APPROACHES; LS. 405, MP. 17.33;	WA-KIRKLAND	7/14/1999	LS. 405			
PRPL	BF-00014796	KIRKLAND, CITY OF	8 INCH SANITARY SEWAGE PIPELINE CONNECTING TO AN EXISTING LINE; LS. 405, MP. 18.10;	WA-KIRKLAND	2/7/1999	LS. 405			
PRPL	BF-00015286	KIRKLAND, CITY OF	8 INCH SEWAGE PIPELINE; LS. 405, MP. 18.34;	WA-KIRKLAND	5/17/2000	LS. 405			
GVXS	BF-00021620	KIRKLAND, CITY OF	INSTALL INTERTIE AT 124TH AVENUE & 124TH STREET;	WA-KIRKLAND	4/1/2002	LS. 405, MP. 19.81	091790G		FNF
GVXS	BF-00028553	KIRKLAND, CITY OF	INSTALL NEW CONCRETE CROSSING SURFACE AT 110TH AVENUE NE;	WA-KIRKLAND	1/19/2004	LS. 0405, MP. 17.80			
PRPL	BF-00030258	KIRKLAND, CITY OF	ONE 8-INCH AND ONE 12-INCH STORM WATER PIPELINE; KING COUNTY;	WA-KIRKLAND	6/8/2004	LS. 0405, MP. 15.90			
PRPL	BF-00034073	KIRKLAND, CITY OF	10 INCH SEWER PIPELINE, KING COUNTY	WA-KIRKLAND	3/4/2005	LS. 405, MP. 16.77			
GVXS	BF-00034570	KIRKLAND, CITY OF	RAISE THE EXISTING RAILROAD SIGNALS AT 52ND STREET CROSSING DUE TO APPROACH RAISE OF THE STREET;	WA-KIRKLAND	3/29/2005	LS. 0405, MP. 15.44	091744F		
GVXS	BF-00035153	KIRKLAND, CITY OF	EXTEND 87TH STREET CROSSING BY 8 FEET;	WA-KIRKLAND	5/20/2005	LS. 0405, MP. 17.43	091783W		
PRPL	BF-48340	KIRKLAND, CITY OF	8 INCH SEWER PIPELINE, KING COUNTY	WA-KIRKLAND	1/11/2008	LS. 0405, MP. 16.26			

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
GVXS	BN-00008331	KIRKLAND, CITY OF	REPLACE EXISTING SIGNALS WITH AFLS/CANTILEVER AT 124TH AVENUE GRADE CROSSING; KING COUNTY;	WA-KIRKLAND	6/14/1977	LS. 0405, MP. 19.52	091790G		
GVHB	BN-00010353	KIRKLAND, CITY OF	RECONSTRUCT HWY. OVERPASS, NE 116 STREET;	WA-KIRKLAND	3/9/1979	LS. 0405, MP. 19.37	091785K		
GVXS	BN-00011337	KIRKLAND, CITY OF	INSTALL AFLS & CANTILEVER WITH GATES AT NE 112TH STREET; KING COUNTY;	WA-KIRKLAND	8/27/1979	LS. 0405, MP. 19.11	091784D		
GVXS	BN-00011338	KIRKLAND, CITY OF	INSTALL AFLS & CANTILEVER WITH GATES AT 120TH AVENUE NE; EASEMENT GRANTED TO CITY OF KIRKLAND;	WA-KIRKLAND	8/27/1979	LS. 0405, MP. 19.47	091486S		
GVXS	BN-00011806	KIRKLAND, CITY OF	WIDEN & IMPROVE NE 112 STREET GRADE CROSSING; EASEMENT GRANTED TO THE CITY OF KIRKLAND; CANCELS CONTRACT BN10354;	WA-KIRKLAND	2/4/1980	LS. 0405, MP. 19.11	091784D		
GVXS	BN-00011807	KIRKLAND, CITY OF	WIDEN & IMPROVE 120TH AVENUE NE GRADE CROSSING; CANCELS CONTRACT BN10434;	WA-KIRKLAND	2/4/1980	LS. 0405, MP. 19.46	091786S		
GVXS	BN-00017804	KIRKLAND, CITY OF	RELOCATE AFLS & INTERTIE THEM WITH TRAFFIC SIGNALS AT 124TH STREET & 124TH AVENUE NE; KING COUNTY;	WA-KIRKLAND	9/13/1983	LS. 0405, MP. 19.83,	091790G		
GVXS	BN-00017809	KIRKLAND, CITY OF	REMOVE EXISTING SIGNALS & INSTALL CANTILEVER AFLS AT 124TH AVENUE NE; KING COUNTY;	WA-KIRKLAND	9/13/1983	LS. 0405, MP. 19.79	091789M		
GVXS	BN-00040428	KIRKLAND, CITY OF	INSTALL CROSSING SIGNALS AT NE 87TH STREET & NE 7TH STREET; SS. 351+91.2; KING COUNTY	WA-KIRKLAND	4/18/1996	LS. 0405, MP. 17.43	091783W		
GVXS	BN-00040429	KIRKLAND, CITY OF	REMOVE CROSSBUCKS & INSTALL AUTOMATIC FLASHING LIGHT SIGNALS AT NE 52ND STREET; SS. 456+85 KING COUNTY	WA-KIRKLAND	4/18/1996	LS. 0405, MP. 15.44	091744X		
PRPL	LC-00209206	KIRKLAND, CITY OF	6 INCH SANITARY SEWER PIPELINE, KING COUNTY	WA-KIRKLAND	11/16/1972	LS. 0405, MP. 1641			
PMLO	LC-00215746	KIRKLAND, CITY OF	8 INCH LONGITUDINAL SANITARY SEWER PIPELINE, SS. 456+29 TO SS. 452+30, KING COUNTY	WA-KIRKLAND	10/1/1974	LS. 0405, MP. 15.44 TO MP. 15.52		\$25.00	
PRPL	LC-00227946	KIRKLAND, CITY OF	TWO 8 INCH SEWER PIPELINES, 30 INCH SEWER PIPELINE , 12 INCH WATER PIPELINE & 16 INCH WATER PIPELINE, KING COUNTY; CANCELS LC #224406	WA-KIRKLAND	3/16/1978	LS. 0405, MP. 19.+6632, MP. 18+5178, MP. 18+5183, MP. 19+2457			
PRPL	LC-00236044	KIRKLAND, CITY OF	6 INCH WATER PIPELINE, KING COUNTY, CANCELS NP #88396	WA-KIRKLAND	7/16/1980	LS. 0405, MP. 15.43			
GVXS	NP-00019017	KIRKLAND, CITY OF	INSTALL AFLS, 6TH STREET SOUTH;	WA-KIRKLAND	4/14/1969	MP. 16+4083			
PRPL	NP-00087625	KIRKLAND, CITY OF	TWO 10 INCH WATER PIPELINES & 8 INCH WATER PIPELINE, KING COUNTY	WA-KIRKLAND	3/3/1960	MP. 15 & MP. 16			
PRPL	NP-00100225	KIRKLAND, CITY OF	8 INCH SANITARY SEWER PIPELINE, KING COUNTY	WA-KIRKLAND	6/15/1968	MP. 18			
PRPW	PX-85016080	KIRKLAND, CITY OF	UGD POWER CABLE CROSSING, SS. 410+12, KING COUNTY	WA-KIRKLAND	9/16/1985	LS. 0405, MP. 16.32			

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPL	PX-90016176	KIRKLAND, CITY OF	12 INCH WATER PIPELINE, SS. 456+15, KING COUNTY	WA-KIRKLAND	7/2/1990	LS. 0405, MP. 15.45			
PRPL	PX-95020540	KIRKLAND, CITY OF	13.20 INCH CARRIER PIPELINE INSIDE 22 INCH CASING NEAR 19TH & NE 124 STREETS, KING COUNTY	WA-KIRKLAND	5/11/1995	LS. 0405		\$56.30	
PRGN	RW-93016316	KIRKLAND, CITY OF	IMPROVE ACCESS ROAD, KING COUNTY	WA-KIRKLAND	12/29/1993	LS. 0405, MP. 18			
GVHB	NP-00018591	KIRKLAND, CITY OF; HOUGHTON, CITY OF	CONSTRUCTION OF NP BRIDGE NO. 16 TO CARRY OVER TRACKS; 68TH STREET;	WA-KIRKLAND	11/6/1967	16+1665			
PRPL	NP-00060696	KIRKLAND, TOWN OF	12 INCH SEWER PIPELINE, KING COUNTY	WA-KIRKLAND	7/21/1942	LS. 405			
PRPL	NP-00080156	LAKE INVESTMENT CO., INC.	8 INCH SEWER PIPELINE, KING COUNTY	WA-KIRKLAND	10/15/1955	LS. 405			
IDIT	NP-00017253	LAKE WASHINGTON LAND CO		WA-KIRKLAND	3/20/1963	LS. 405			
PRPW	BF-00030111	LAKE WASHINGTON SCHOOL DISTRICT	OVERHEAD FIBER OPTIC LINE; KING COUNTY;	WA-KIRKLAND	5/20/2004	LS. 0405, MP. 16.58			
PRPL	NP-00069627	LAKE WASHINGTON SCHOOL DISTRICT NO. 414; KIRKLAND, CITY OF	10 INCH SEWER PIPELINE, KING COUNTY	WA-KIRKLAND	12/1/1948	LS. 405			
PMLO	BF-00003815	(b) (6)	GREENBELT MAINTENANCE & BEAUTIFICATION	WA-KIRKLAND	12/1/1997	LS. 405		\$1,591.35	
PRPW	NP-00053293		UGD ELECTRIC WIRE LINE, KING COUNTY	WA-KIRKLAND	4/16/1935	MP. 20			
PRPW	PX-95021081	MCI METRO ACCESS TRANSMISSION SERVICES, INC.	UGD FIBER OPTIC CABLE, KING COUNTY	WA-KIRKLAND	5/12/1995	LS. 0405, MP. 16.3			
PRPW	PX-95021082	MCI METRO ACCESS TRANSMISSION SERVICES, INC.	UGD FIBER OPTIC CABLE, KING COUNTY	WA-KIRKLAND	5/12/1995	LS. 0405, MP. 17.4			
PRPW	PX-95021083	MCI METRO ACCESS TRANSMISSION SERVICES, INC.	UGD FIBER OPTIC TELEPHONE CABLE, KING COU	WA-KIRKLAND	5/12/1995	LS. 0405, MP. 16.8			
PRPW	PX-94021178	MFS NETWORK TECHNOLOGIES, INC.	UGD FIBER OPTIC CABLE, KING COUNTY	WA-KIRKLAND	11/22/1994	LS. 0405, MP. 19.91			
PRPL	PX-94021179	MFS NETWORK TECHNOLOGIES, INC.	UGD FIBER OPTIC CABLE NEAR 120TH AVENUE NE, KING COUNTY	WA-KIRKLAND	11/22/1994	LS. 405, MP. 19.57			
PRPW	PX-95021035	MFS NETWORK TECHNOLOGIES, INC.	UGD FIBER OPTIC TELEPHONE CABLE NEAR NE 1	WA-KIRKLAND	3/20/1995	LS. 0405, MP. 19.23			
PRPL	NP-00095260	MUNICIPALITY OF METROPOLITAN SEATTLE	WATER PIPELINE, KING COUNTY	WA-KIRKLAND	3/25/1965	LS. 405			
PRPL	LC-00245133	NORTHEAST LAKE WASHINGTON SEWER & WATER DISTRICT	1.5 INCH SANITARY SEWER PIPELINE, SS. 184+70, KING COUNTY	WA-KIRKLAND	9/16/1983	LS. 0405, MP. 20.60			
PRPL	LC-00229979	NORTHEAST LAKE WASHINGTON SEWER DISTRICT	8 INCH SEWER PIPELINE, SS. 196+10, KING COUNTY	WA-KIRKLAND	11/1/1978	LS. 405			
PRPL	NP-00100647	NORTHEAST LAKE WASHINGTON SEWER DISTRICT	TWO 15 INCH SEWER PIPELINES, KING COUNTY	WA-KIRKLAND	2/15/1969	MP. 20+797 & MP. 19+4361			
PRPL	LC-00210010	OLYMPIC PIPE LINE CO.	20 INCH PETROLEUM PRODUCTS PIPE LINE, SS. 179+77, KING COUNTY	WA-KIRKLAND	4/1/1973	LS. 405		\$4.00	
PMLO	NP-00095296	OLYMPIC PIPELINE CO.	16 INCH PETROLEUM PRODUCTS PIPELINE, KING COUNTY	WA-KIRKLAND	1/26/1965	LS. 405		\$240.00	
PRPL	PX-89016165	PAN TERRA, INC.	12 INCH PVC SANITARY SEWER PIPELINE, SS. 319+18.4, KING COUNTY	WA-KIRKLAND	8/1/1989	LS. 0405, MP. 18.04			
PRGN	TO-95020135	PARSON BROTHERS ROCKERY	ACCESS TO HAUL ROCKS, MP. 16.3	WA-KIRKLAND	6/30/1995	LS. 405			FNF
PRPW	NP-00054108	(b) (6)	UGD ELECTRIC WIRE LINE, KING COUNTY	WA-KIRKLAND	1/16/1936	MP. 20			
PRPC	CX-87016011	PRUDENTIAL BACHE EQUITEC REAL ESTATE PARTNERSHIP	M&O PRIVATE ROAD CROSSING, SS. 205+86, KING COUNTY	WA-KIRKLAND	4/1/1987	LS. 0405, MP. 20.18			
PMLO	LC-00250531	PRUDENTIAL BACHE EQUITECC REAL ESTATE PARTNERSHIP	PARKING; SS. 182+29, KING COUNTY, CANCELS LC #244671;	WA-KIRKLAND	3/5/1987	LS. 0450, MP. 20.62			

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPW	BF-00015296	PUGET SOUND ENERGY	WIRE LINE CROSSING FOR BNSF USE; LS. 405, MP. 20.18;	WA-KIRKLAND	6/26/2000	LS. 405			
PRPW	LC-00200231	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE CROSSING, KING COUNTY	WA-KIRKLAND	5/1/1970	LS. 405, MP. 14.226		\$8.00	
PRPW	LC-00201193	PUGET SOUND POWER & LIGHT CO.	OHD POWER WIRE LINE CROSSING, SS. 349+00	WA-KIRKLAND	8/12/1970	LS. 405			
PRPW	LC-00202135	PUGET SOUND POWER & LIGHT CO.	ELECTRIC CABLE CROSSING UNDER BRIDGE NO. 16, SS. 409+93.7, KING COUNTY	WA-KIRKLAND	12/1/1970	LS. 0405, MP. 17.66			
PRPW	LC-00232255	PUGET SOUND POWER & LIGHT CO.	UGD POWER WIRE LINE, SS. 281+84, KING COUNTY	WA-KIRKLAND	8/16/1979	LS. 0405, MP. 18.73			
PRPW	NP-00058868	PUGET SOUND POWER & LIGHT CO.	ELECTRIC WIRE LINE, KING COUNTY	WA-KIRKLAND	12/16/1940	MP. 20			
PRPW	NP-00060863	PUGET SOUND POWER & LIGHT CO.	ELECTRIC WIRE LINE, KING COUNTY	WA-KIRKLAND	11/16/1942	MP. 15			
PRPW	NP-00062713	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE, KING COUNTY	WA-KIRKLAND	11/1/1943	MP. 16			
PRPW	NP-00074480	PUGET SOUND POWER & LIGHT CO.	ELECTRIC WIRE LINE, KING COUNTY	WA-KIRKLAND	1/24/1952	MP. 17			
PRPW	NP-00093934	PUGET SOUND POWER & LIGHT CO.	ELECTRIC WIRE LINE, KING COUNTY	WA-KIRKLAND	3/15/1964	MP. 20+1933			
PRPW	NP-00098513	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE, KING COUNTY	WA-KIRKLAND	6/1/1967	LS. 405			
PRPW	PX-84016015	PUGET SOUND POWER & LIGHT CO.	UGD ELECTRIC WIRE LINE, SS. 205+88, KING COUNTY	WA-KIRKLAND	6/16/1984	LS. 0405, MP. 20+940			
PRPL	PX-90016114	PUGET SOUND POWER & LIGHT CO.	UGD ELECTRIC WIRE LINE, SS. 372+24, KING COUNTY	WA-KIRKLAND	6/1/1990	LS. 0405, MP. 17.04			
IDIT	NP-00016051	QUALITY FEED MILLS		WA-KIRKLAND	10/3/1958	LS. 405			
PRGN	BF-00015761	(b) (6)	CATCH BASIN & DISCHARGE OF STORM DRAINAGE INTO RR. DITCH	WA-KIRKLAND	9/29/2000	LS. 0405, MP. 17.34			
PRPL	BF-00015771		12 INCH WATER PIPELINE; LS. 405, MP. 17.34;	WA-KIRKLAND	9/29/2000	LS. 405			
PRPC	CX-95020196	RIGGS NATIONAL BANK OF WASHINGTON, DC	40 FOOT CROSSING BEING REPLACED BY A CONCRETE PREMIER CROSSING, KING COUNTY	WA-KIRKLAND	10/25/1995	LS. 0405, MP. 20.18			
PRPL	PX-87016195	ROSE HILL WATER & SEWER DISTRICT	9 INCH WATER PIPELINE, SS. 230+40, KING COUNTY	WA-KIRKLAND	12/1/1987	LS. 0405, MP. 19.72			
PRPC	CX-92016004	ROSEN SUPPLY CO.	M&O OF PRIVATE ROAD CROSSING, SS. 182+05, KING COUNTY	WA-KIRKLAND	2/3/1992	LS. 0405, MP. 20.6		\$20.00	
PMPs	S-00003801	(b) (6)	ESMT FOR BLDG PURPOSES	WA-KIRKLAND	12/12/1977	LS. 405			
PRPL	NP-00085347	SEATTLE DOOR CO., INC.	4 INCH & 6 INCH SANITARY SEWER PIPELINES & 12 INCH STORM SEWER PIPELINE, KING COUNTY	WA-KIRKLAND	12/10/1958	LS. 405		\$8.00	
PRPL	LC-00203636	SEATTLE MUNICIPALITY OF METROPOLITAN	72 INCH LONGITUDINAL SANITARY SEWER, SS. 282+95 TO SS. 298+45; KING COUNTY	WA-KIRKLAND	5/6/1971	LS. 405			
IDIT	NP-00018367	SIMPSON BUILDING SUPPLY CO		WA-KIRKLAND	4/28/1967				
PMLO	LC-00500529	(b) (6)	PORTION OF ACCESS ROADWAY AND FENCE NEAR 62TH STREET, CANCELS LC500064;	WA-KIRKLAND	10/16/1992	LS. 405			
PRPL	BF-00046070	SRMK, LLC	6 INCH SEWAGE PIPELINE, KING COUNTY	WA-KIRKLAND	6/20/2007	LS. 405, MP. 16.55			
PRGN	BF-00010900	STEVEN D. CRAMER & ASSOCIATES, INC.	REMOVE TREES & BRUSH FROM BNSF PROPERTY; LS. 405, MP. 15.15;	WA-KIRKLAND	7/29/1999	LS. 405			
PRPW	NP-00068921	TELEPHONE SERVICE CO.; WEST COAST TELEPHONE CO.	WIRE LINE ATTACHMENTS, KING COUNTY	WA-KIRKLAND	6/16/1948	LS. 405			
PRPW	BF-00012261	TELE-VUE SYSTEMS, INC.	UGD FIBER OPTIC TV CABLE; LS. 405, MP. 16.7;	WA-KIRKLAND	9/24/1999	LS. 405			FNF
PRPW	BF-00014660	TELE-VUE SYSTEMS, INC.	OHD FIBER OPTIC COMMUNICATION WIRE LINE; LS. 405, MP. 17.42;	WA-KIRKLAND	7/17/2000	LS. 405			

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPW	BF-00015313	TELE-VUE SYSTEMS, INC.	OHD FIBER OPTIC COMMUNICATION LINE; LS. 405, MP. 20.36;	WA-KIRKLAND	8/3/2000	LS. 405			
PRPW	BF-00015314	TELE-VUE SYSTEMS, INC.	OHD FIBER OPTIC COMMUNICATION LINE; LS. 405, MP. 15.73;	WA-KIRKLAND	8/3/2000	LS. 405			
PRPL	NP-00041813	TOMLINSON, JENNIE B.	2 INCH WATER PIPELINE, KING COUNTY	WA-KIRKLAND	10/15/1924	MP. 17			
PRPL	LC-00245061	TYEE CONSTRUCTION CO.	8 INCH & 15 INCH CMP STORM DRAINAGE PIPE WITH OVERFLOW SPILLWAY, KING COUNTY	WA-KIRKLAND	9/1/1983	LS. 0405, MP. 20.51			
PRPL	NP-00064360	UNITED STATES OF AMERICA; USA	8 INCH CAST IRON WATER PIPELINE & 12 INCH SEWER PIPELINE, KING COUNTY	WA-KIRKLAND	10/1/1945	LS. 405			
PRPW	BF-00012864	UNIVERSITY OF WASHINGTON	OHD FIBER OPTIC COMMUNICATION CABLE; LS. 405, MP. 17.43;	WA-KIRKLAND	11/18/1999	LS. 405			
PRPW	BF-00009363	US WEST COMMUNICATIONS, INC.	UGD FIBER OPTIC COMMUNICATION CABLE; LS. 405, MP. 11.78;	WA-KIRKLAND	3/23/1999				
PRGN	BF-00011892	VALLEY VIEW DEVELOPMENT, LLC.	C&M CRUSHED ROCK APRON FOR STORM DISCHARGE INTO BNSF EXISTING CULVERT; LS. 405, MP. 20.96;	WA-KIRKLAND	9/23/1999	LS. 405			
PRPW	LC-00235233	VIACOM CABLEVISION, INC.	OHD TV CABLE CROSSING	WA-KIRKLAND	8/16/1980	LS. 405, MP. 15.93		\$25.00	
PRPW	LC-00239458	VIACOM CABLEVISION, INC.	OHD TELEVISION CABLE, SS. 196+01, KING COUNTY	WA-KIRKLAND	11/16/1981	LS. 0405, MP. 20.36		\$25.00	
PRPW	LC-00235584	VIACOM CABLEVISION, INC.	UGD TV CABLE AT NE 80TH STREET, SS. 372+10, KING COUNTY	WA-KIRKLAND	9/16/1980	LS. 0405, MP. 17.04		\$25.00	
PRPL	LC-00207896	WASHINGTON NATURAL GAS CO.	2 INCH NATURAL GAS PIPELINE, KING COUNTY	WA-KIRKLAND	7/1/1972	LS. 0405, MP. 19.46			
PRPL	LC-00236887	WASHINGTON NATURAL GAS CO.	3.66 INCH NATURAL GAS PIPELINE, SS. 24+78, KING COUNTY	WA-KIRKLAND	3/16/1981	LS. 0405, MP. 19.83			
PRPL	NP-00081370	WASHINGTON NATURAL GAS CO.	6 INCH NATURAL GAS PIPELINE, KING COUNTY	WA-KIRKLAND	8/1/1956	MP. 16			
PRPL	NP-00082139	WASHINGTON NATURAL GAS CO.	2 INCH GAS PIPELINE, KING COUNTY	WA-KIRKLAND	2/19/1957	MP. 16			
PRPL	NP-00088291	WASHINGTON NATURAL GAS CO.	6 INCH GAS PIPELINE, KING COUNTY	WA-KIRKLAND	5/25/1960				
PRPL	NP-00093050	WASHINGTON NATURAL GAS CO.	2 INCH NATURAL GAS PIPELINE, KING COUNTY	WA-KIRKLAND	4/15/1963	MP. 19			
PRPL	NP-00101310	WASHINGTON NATURAL GAS CO.	4 INCH NATURAL GAS PIPELINE, KING COUNTY	WA-KIRKLAND	11/1/1969	MP. 20			
PRPL	PX-87016028	WASHINGTON NATURAL GAS CO.	UGD 2.3 INCH GAS PIPELINE INSIDE A 6 INCH CASING, SS. 224+58, KING COUNTY	WA-KIRKLAND	3/2/1987	LS. 0405, MP. 19.82			
PRPL	PX-94020182	WASHINGTON NATURAL GAS CO.	UGD 2.375 INCH NATURAL GAS PIPELINE INSIDE A 6.6.25 INCH CASING; KING COUNTY	WA-KIRKLAND	9/9/1994	LS. 0405, MP. 17.88			
PRPL	PX-94020191	WASHINGTON NATURAL GAS CO.	LONGITUDINAL 4-INCH NATURAL GAS PIPELINE BETWEEN NE 85TH STREET & NE 87TH STREET; KING COUNTY	WA-KIRKLAND	9/29/1994	LS. 0405, MP. 17.4 TO MP. 17.5			
PRPL	PX-94029290	WASHINGTON NATURAL GAS COMPANY	GAS MAIN	WA-KIRKLAND	9/29/1994	LS. 0405, MP.			FNF
GVHB	NP-00014991	WASHINGTON, STATE OF	ROW; C & M OHD STRUCTURES S.S. HWY. NO. 2A (SR 405);	WA-KIRKLAND	3/1/1955	MP. 19+2819			
GVHB	NP-00017481	WASHINGTON, STATE OF	CONSTRUCTION OF OHD CROSSING; KING COUNTY;	WA-KIRKLAND	2/19/1964	MP. 17+1780			
PRPL	PX-85016104	WATER DISTRICT NO. 81	UGD 8 INCH WATER PIPELINE, SS. 210+24, KING COUNTY	WA-KIRKLAND	12/1/1985	LS. 0405, MP. 20.09			
PRPW	NP-00095303	WEST COAST TELEPHONE CO.	OHD TELEPHONE WIRE LINE, KING COUNTY	WA-KIRKLAND	2/1/1965	MP. 20+1850			
PRPW	NP-00092549	WEST COAST TELEPHONE CO.; GENERAL TELEPHONE CO.	UGD TELEPHONE WIRE LINE, KING COUNTY	WA-KIRKLAND	2/15/1963	MP. 17+150			

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PMLO	LC-00228786	WESTERN PNEUMATIC TUBE CO	SITE FOR PLATFORM STORAGE & PARKING AREA	WA-KIRKLAND	6/16/1978	LS. 405			FNF
PRPC	LC-00230348	WESTERN PNEUMATIC TUBE CO.	PRIVATE XING & ROADWAY	WA-KIRKLAND	10/1/1978	LS. 405			FNF
PRPC	GN-00055883	(b) (6)	PRIVATE ROAD CROSSING, SS. 1017+43;	WA-NEWPORT	12/29/1964				FNF
PRPW	LC-00202780	GENERAL TELEPHONE COMPANY OF THE NO	TEL CABLE ACROSS R/W	WA-NEWPORT	3/1/1971				FNF
PRPW	LC-00225969	GENERAL TELEPHONE COMPANY OF THE NO	PHONE CABLE ACROSS R/W & TRK STA 2+61	WA-NEWPORT	8/1/1977				FNF
PRPW	LC-00235131	GENERAL TELEPHONE COMPANY OF THE NO	PHONE CABLE XING SS 14+33.3	WA-NEWPORT	7/16/1980				FNF
PMLO	LC-00208601	(b) (6)	WAREHOUSE & WATER LINE	WA-NEWPORT	11/1/1972				FNF
PRPW	LC-00231105	INLAND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE, PEND OREILLE COUNTY	WA-NEWPORT	3/16/1979	MP. 1446+1494			FNF
PMLO	LC-00240450	PEND OREILLE COUNTY PUD 1	WIRE & ANCHOR ENCROACHMENT	WA-NEWPORT	4/1/1982				FNF
PRPW	GN-00059639	PEND OREILLE COUNTY PUD NO. 1	OHD POWERLINE, 26 POLES & 16 ANCHORS, SS. 1097+88, SS. 1116+55 & SS. 1126+73; CANCELS GN #57266	WA-NEWPORT	1/5/1970				FNF
PRPW	GN-00047008	PUBLIC UTILITY DISTRICT NO. 1	MAINTAIN 1 POLE ON RIGHT OF WAY, PEN OREILLE COUNTY	WA-NEWPORT	8/12/1955				FNF
PMLO	LC-00224057	UNITED STATES	WARNING SIGNS ABOVE ALBENI FALLS DAM	WA-NEWPORT	3/10/1982				FNF
GVXS	NP-00016202	WASHINGTON. STATE OF	INSTALL AUTOMATIC FLASHING LIGHT SIGNALS AT SH-1, SS. 199+88.9;	WA-NORTHURUP	5/27/1959	MP. 14.61			
PRPC	NP-00075851	(b) (6)	EXTENSION OF EXISTING PRIVATE ROADWAY NEAR PLEASURE POINT; KING COUNTY	WA-QUENDALL	12/17/1952	MP. 7.50 TO MP. 8.00			
PRPL	NP-00095204	BARBEE MILL CO. INC.	TWO 1 INCH WATER PIPELINES INSIDE A 16 INCH CASING, SS. 948+36; KING COUNTY	WA-QUENDALL	12/1/1964	MP. 6.13			
PRPC	NP-00073972	BARBEE MILL CO. INC; PAN ADOBE; BOISE CASCADE;	PRIVATE CROSSING, SS. 957+57; KING COUNTY, CANCELS NP 56842	WA-QUENDALL	10/20/1951	M,P. 5.99			
PRPC	NP-75462	(b) (6)	PRIVATE CROSSING NEAR MP. 7, KING COUNTY	WA-QUENDALL	10/10/1952	LS. 405			FNF
PRPC	NP-00075462	(b) (6)	PRIVATE CROSSING NEAR MP. 7, KING COUNTY	WA-QUENDALL	10/10/1952	LS. 405			
PRPC	CX-88016055	(b) (6)	40 FOOT PRIVATE CROSSING AT SS. 922+53, MAIN LINE & 20 FOOT PRIVATE CROSSING AT SS. 923+13, SPUR TRACK, WITH LONGITUDINAL ACCESS ROAD FROM SS. 923.13 TO SS. 916+13, KING COUNTY, CANCELS LC244108	WA-QUENDALL	9/30/1988	LS. 405, MP. 6.57, MP. 6.50 & MP. 6.57 TO MP. 6.68			
PRPL	BF-00014781	COAL CREEK UTILITY DISTRICT	8 INCH WATER PIPELINE; LS. 405, MP. 7.33;	WA-QUENDALL	5/16/2000				
PRPL	BF-00014782	COAL CREEK UTILITY DISTRICT	8 INCH WATER PIPELINE; LS. 405, MP. 8.35;	WA-QUENDALL	5/16/2000				
PRPW	BF-48393	CONNOR HOMES AT BARBEE MILL, INC.	UGD FIBER OPTIC TELEPHONE WIRELINE	WA-QUENDALL	1/11/2007	LS. 405, MP. 6.22			
PMLO	NP-00100539	(b) (6)	SITE FOR CARPORT & PORTION OF A YARD NEAR MP. 7; KING COUNTY; CANCELS NP80354	WA-QUENDALL	11/14/1968	LS. 405			

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPC	LC-00244109	(b) (6)	M&O 40 FT. & 20 FT. PRIVATE ROAD CROSSING NEAR SS. 922+53, KING COUNTY	WA-QUENDALL	6/1/1983	MP. 6.62			
PRPC	CX-93016019	DUNLAP TOWING CO.	M&O OF PRIVATE ROAD CROSSING, SS. 943+35, KING COUNTY	WA-QUENDALL	8/4/1993	LS. 405, MP. 6.20			
PRPW	NP-00043440	(b) (6)	ELECTRIC WIRE LINE ON LAKE WASHINGTON BELT LINE NEAR MP. 8; KING COUNTY	WA-QUENDALL	5/1/1926	MP. 8.69			
PRPL	NP-00076608	(b) (6)	2 INCH WATER PIPELINE & ELECTRIC LINE INSIDE A 5 INCH CASING NEAR MP. 8; KING COUNTY	WA-QUENDALL	6/15/1963	LS. 405			
PRPC	NP-00069532	(b) (6)	PRIVATE ROAD & CROSSING NEAR 108TH AVENUE SE & LUND ROAD; KING COUNTY	WA-QUENDALL	9/1/1948	LS. 405			
PRPC	NP-00092492	(b) (6)	PRIVATE CROSSING AT HAZELWOOD LANE; KING COUNT	WA-QUENDALL	3/20/1963	MP. 7.30		\$1.00	
PRPL	NP-00078276	(b) (6)	1 INCH GRAVITY WATER PIPELINE NEAR MP. 9; KING COUNTY	WA-QUENDALL	9/15/1954	LS. 405			
PRPC	LC-00227100	(b) (6)	60 FOOT ROAD CROSSING, SS. 972+85; KING COUNTY	WA-QUENDALL	11/16/1977	MP. 5.66			
PRPC	LC-00204254	(b) (6)	ROAD CROSSING, SS. 825+32, KING COUNTY	WA-QUENDALL	8/1/1971	MP. 8.45		\$5.00	
PMLO	LC-00249136	(b) (6)	PARKING AREA, KING COUNTY	WA-QUENDALL	11/1/1985			\$764.91	
PRPL	NP-00082996	KING COUNTY WATER DISTRICT NO. 92	THREE LONGITUDINAL 6 INCH WATER MAINS SS. 833+10 TO SS. 819+00, SS. 851+70 TO SS.847+54, SS. 915+09 TO SS. 887+58	WA-QUENDALL	2/17/1958	LS. 405			
PMLO	NP-00056830	KING, COUNTY OF	HIGHWAY EASEMENT, SS. 890+00 TO SS. 910+00, BETWEEN MP. 6 & 7; KING COUNTY	WA-QUENDALL	10/1/1938	LS. 405			
GVXS	NP-00066535	KING, COUNTY OF	CROSSING AT LAKEHURST ROAD NEAR MP. 8; KING COUNTY; CANCELS NP 41107	WA-QUENDALL	1/15/1947	LS. 405			
PMLO	LC-00248110	(b) (6)	BEAUTIFICATION, GRAVEL & TREES; KING COUNTY	WA-QUENDALL	12/3/1984	LS. 0405		\$600.00	
PMLO	NP-00076691	(b) (6)	MAINTAIN EXISTING CONCRETE RETAINING WALL, PORTION OF A DWELLING & CULTIVATING THE PREMISES; KING COUNTY	WA-QUENDALL	8/1/1953	LS. 405		\$600.00	
PMLO	LC-00247272	MISTY COVE HOMEOWNERS ASSN.	PARKING NEAR SS. 920+81, MP. 6.65; KING COUNTY	WA-QUENDALL	10/1/1984	MP. 6.65		\$1,311.27	
PRPL	LC-00245633	MISTY COVE HOMEOWNERS ASSOC.	4 INCH SEWER PIPELINE, SS. 921+45, CANCELS LC219232;	WA-QUENDALL	11/1/1983	MP. 6.64			
PRPC	LC-00237300	MISTY COVE INC.	INE 20 FOOT & ONE 40 FOOT PRIVATE CROSSING NEAR SS. 922+53, KING COUNTY, CANCELS LC #222056;	WA-QUENDALL	4/16/1981	MP. 6.62			
PMLO	LC-00500068	(b) (6)	LANDSCAPING & BEAUTIFICATION, KING COUNTY	WA-QUENDALL	7/1/1989			\$100.00	
PRPC	NP-00069073	(b) (6)	PRIVATE ROAD & CROSSING NEAR SS. 918+65.4; KING COUNTY	WA-QUENDALL	8/2/1948	MP. 6.63			
PMLO	LC-00246284	(b) (6)	ACCESS ROADWAY RETAINING WALLS	WA-QUENDALL	2/16/1984				FNF
PRPW	LC-00237664	NORTHWEST CABELVISION INC. DBA TELEPROMPTER OF SEATTLE; TCI OF SEATTLE INC	OHD TV CABLE CROSSING, SS. 921+75, KING COUNTY	WA-QUENDALL	6/1/1981	MP. 6.63			
PRPW	NP-00054416	PACIFIC TELEPHONE & TELEGRAPH CO.	TELEPHONE WIRE LINE UNDER BRIDGE 6.2 WITH CONTACT ON BRIDGE NEAR MP. 7; KING COUNTY	WA-QUENDALL	6/1/1936	LS. 405			
PRGN	BF-00046522	PARAMETRIX, INC.	TEMPORARY OCCUPANCY FOR SURVEY WORK, KING COUNTY	WA-QUENDALL	7/27/2007	LS. 405, MP. 6.63			
PMLO	NP-00077494	(b) (6)		WA-QUENDALL		LS. 405			FNF

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPL	NP-00097254	(b) (6)	CHANGES TO NP 12 INCH DRAIN PIPELINE IN ORDER TO INSTALL GARAGE; SUPPLEMENT TO DEED NO. 280A, KING COUNTY	WA-QUENDALL	6/20/1966	MP. 8.54			
PRPW	NP-00073373	PUGENT SOUND POWER & LIGHTS CO.	UGD ELECTRIC WIRE LINE ALONG SE OTHER STREET, KING COUNTY	WA-QUENDALL	6/25/1951	LS. 405			
PRPL	BF-00022854	PUGET SOUND ENERGY	4 INCH GAS PIPELINE;	WA-QUENDALL	8/21/2002	MP. 6.76			
PRPL	BF-00023817	PUGET SOUND ENERGY	0.5 INCH NATURAL GAS PIPELINE;	WA-QUENDALL	11/21/2002	MP. 6.67			
PRPL	BF-00047315	PUGET SOUND ENERGY, INC.	4 INCH NATURAL GAS PIPELINE, KING COUNTY	WA-QUENDALL	10/1/2007	MP. 6.64			
PRPW	27737-546	PUGET SOUND POWER & LIGHT CO.	MASTER AGREEMENT, WIRELINES	WA-QUENDALL	4/3/1961				
PRPW	NP-00045101	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE SS. 828+71.5; KING COUNTY	WA-QUENDALL	10/1/1927				
PRPW	NP-00045688	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE TENTH AVENUE; KING COUNTY	WA-QUENDALL	5/1/1928				
PRPW	NP-00045806	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE; KING COUNTY	WA-QUENDALL	6/5/1928				
PRPW	NP-00049234	PUGET SOUND POWER & LIGHT CO.	POWER WIRE LINE NEAR MP. 7, KING COUNTY	WA-QUENDALL	5/20/1931	MP. 7.05			
PRPW	NP-00051507	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE NEAR MP. 8; KING COUNTY	WA-QUENDALL	7/16/1933	LS. 405			
PRPW	NP-00057185	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE NEAR MP. 6; KING COUNTY	WA-QUENDALL	5/16/1939	LS. 405			
PRPW	NP-00061928	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE, KING COUNTY	WA-QUENDALL	6/1/1943	MP. 6.06			
PRPW	NP-00068070	PUGET SOUND POWER & LIGHT CO.	ELECTRIC WIRE LINE AT LAKE WASHINGTON BLVD. NEAR MP. 6; KING COUNTY	WA-QUENDALL	12/20/1947	LS. 405			
PRPW	NP-00079624	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE NEAR MP. 7; KING COUNTY	WA-QUENDALL	7/15/1955	LS. 405			
PRPW	NP-00088213	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE NEAR MP. 9; KING COUNTY	WA-QUENDALL	4/15/1960	LS. 405			
PRPW	NP-00094443	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE, SS. 936+00; KING COUNTY	WA-QUENDALL	5/15/1964	MP. 6.36			
PRPC	LC-00217404	QUENDALL TERMINALS	REMOVE EXISTING CROSSING & INSTALL TWO NEW 32 FOOT PRIVATE CROSSINGS NEAR SE 80TH STREET, SS. 943+35, KING COUNTY	WA-QUENDALL	5/1/1975	MP. 6.22			
PRPL	BF-00046075	RENTON, CITY OF	12 INCH STORM WATER PIPELINE, KING COUNTY	WA-QUENDALL	7/2/2007	LS. 405, MP. 6.07			
PRPL	BF-00046422	RENTON, CITY OF	10 INCH POTABLE WATER PIPELINE, KING COUNTY	WA-QUENDALL	7/9/2007	LS. 405, MP. 6.05			
PRPL	NP-00087427	RENTON, CITY OF	1 INCH WATER PIPELINE NEAR MP. 6 TO SERVE BARBEE CO.; KING COUNTY	WA-QUENDALL	11/2/1959	LS. 405			
PRPL	NP-00084670	ROSS, VAL G	UGD 10 INCH WATER PIPELINE NEAR MP. 9; KING COUNTY	WA-QUENDALL	8/20/1958	LS. 405			
PRPC	LC-00225584	SEABOARD LUMBER CO.	32 FOOT PLANK ROAD CROSSING, SS. 43+35, KING COUNTY	WA-QUENDALL	6/16/1977	MP. 6.22			
PRPL	NP-00095126	SEATTLE, MUNICIPALITY OF METROPOLITAN	16 INCH SEWER PIPELINE, SS. 936+18; KING COUNTY	WA-QUENDALL	11/17/1964	MP. 6.36			
PRPW	LC-00238378	TCI OF SEATTLE, INC.; TELEPROMPTER OF SEATTLE; GROUP W CABLE, INC.;	UGD TV CABLE, SS. 914+77, MP. 6+4061;	WA-QUENDALL	7/16/1981	MP. 6.77			
PRPC	NP-00086859	THAVIS CORPORATION; JH BAXTER & CO.	PRIVATE ROAD CROSSING NEAR MP. 6; KING COUNTY	WA-QUENDALL	12/31/1959	LS. 405			

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PRPL	NP-00101165	WASHINGTON NATURAL GAS CO.	NATURAL GAS PIPELINE INSIDE A 2.5 INCH CASING & A 6.625 INCH CASING RESPECTIVELY; KING COUNTY	WA-QUENDALL	8/1/1969	LS. 405			
PRPL	NP-00075351	WASHINGTON, STATE OF	30 INCH CONCRETE PIPE CULVERT WITH MANHOLE, SS. 833+84.5; KING COUNTY	WA-QUENDALL	8/8/1952	LS. 405			
PRPL	NP-00075919	WASHINGTON, STATE OF	18 INCH DRAIN PIPELINE, TWO DRAINAGE DITCHES, CATCH BASIN; KING COUNTY	WA-QUENDALL	1/20/1953	LS. 405			
PRPW	PX-95020082	PUGET SOUND POWER & LIGHT CO.	DOWN GUY & ANCHOR, MP. 5.06	WA-RENTON	5/17/1995	LS. 405			
PRPW	PX-95020152	PUGET SOUND POWER & LIGHT CO.	UNDERGROUND CABLE, LONGITUDINAL 200 FT., MP. 5.77	WA-RENTON	8/2/1995	LS. 405			
PRPL	PX-96-200001	REDMOND, CITY OF	13 INCH WATER PIPELINE INSIDE A 20 INCH CASING, KING COUNTY	WA-RENTON	1/4/1996	LS. 405			
PRPL	BF-00017357	PUGET SOUND ENERGY, INC.	8 INCH NATURAL GAS PIPELINE; LS. 403, MP. 33.60;	WA-SNOHOMISH	2/8/2001	LS. 405			
PMLO	BN-00039138	STARCOM SERVICE CORP.	FIBER OPTIC TRANSMISSION SYSTEM	WA-VARIOUS	12/10/1992				PARTIAL ASSIGNMENT
PRPL	LC-00246725	AFFILIATED AMERICAN CORP.	8-INCH SANITARY SEWER CROSSING	WA-WILBURTON	4/16/1984	MP. 12+208			
PMLO	NP-00080344	AIRKEM SEATTLE INC		WA-WILBURTON		LS. 405			FNF
PRPL	BF-00010547	BELLEVUE, CITY OF	8 INCH SANITARY SEWER PIPELINE, LS. 405, MP. 9.42;	WA-WILBURTON	4/27/1999	LS. 405			
GVHB	BN-00002127	BELLEVUE, CITY OF	ROAD CONSTRUCTION FOR RICHARDS ROAD;	WA-WILBURTON	7/13/1972	MP. 11+2717			
PRPL	PX-92016206	BELLEVUE, CITY OF	24-INCH RCP STORM DRAIN, SS. 833+90 TO SS. 830+80	WA-WILBURTON	11/16/1992	LS. 405, MP. 8.3 TO MP. 8.35			
PRPL	PX-92016206	BELLEVUE, CITY OF	24-INCH RCP STORM DRAIN, SS. 833+90 TO SS. 830+80	WA-WILBURTON	11/16/1992	LS. 405, MP. 8.3 TO MP. 8.35			FNF
PRPL	NP-00080254	BELLEVUE, CITY OF; KING COUNTY	12 INCH WATER MAIN CROSSING	WA-WILBURTON	12/1/1955	LS. 405			
PRPL	NP-00045536	WATER DISTRICT NO. 68	3/4 INCH WATER PIPELINE CROSSING	WA-WILBURTON	3/5/1928	LS. 405			
PMLO	BF-00015428	BOWLES, GEORGE	BRENTVIEW, INC. & ARMADILLO INVESTMENT GP; DBA POLYGON NORTHWEST CO.						
PRPL	LC-00242690	PARK, LP.	PARKING VEHICLES & CONSTRUCTION STAGING;	WA-WILBURTON	6/1/2000	LS. 405			
PRPL	LC-00242807	CAREAGE CORP.; BELLE VIEW OFFICE	8-INCH SANITARY SEWER PIPELINE CROSSING	WA-WILBURTON	12/16/1982	MP. 12.86			
PRPL	LC-00242807	CAREAGE CORP.; BELLEVIEW OFFICE	12-INCH STORM WATER PIPELINE	WA-WILBURTON	1/16/1983	LS. 405			
IDIT	NP-00016289	PARK, LP.	CONTINENTAL COAL CO. INC.;						
PRPL	PX-93016052	GRAYSTONE OVERLAKE INC.	SPUR TRACK, KING COUNTY, CANCELS NP5136	WA-WILBURTON	6/9/1959	LS. 405			
PRPL	NP-00053003	EVERGREEN HILL PARTNERSHIP	UGD LONGITUDINAL 6-INCH PVC DRAIN PIPE, SS. 740+00	WA-WILBURTON	4/15/1993	LS. 405, MP. 10.07			
PRPL	NP-00053003	(b) (6)	1-INCH WATER PIPELINE CROSSING	WA-WILBURTON	12/16/1934	LS. 405			FNF
PRPL	BF-00040356	KING, COUNTY OF	24 INCH SEWAGE PIPELINE, KING COUNTY	WA-WILBURTON	5/17/2006	LS. 405, MP. 11.72			
GVHB	NP-00002179	KING, COUNTY OF	GRANT ROW; ELIMINATE GRADE CROSSING & BUILD UNDERPASS; NEWPORT-ISSAQUAK ROAD	WA-WILBURTON	6/15/1915	LS. 405			FNF

**EXHIBIT F**

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
GVGN	NP-00025388	KING, COUNTY OF	CROSSING THE ROW OF RWY CO'S LAKE WASHINGTON BRANCH AT RIGHT ANGLES PASSING UNDERNEATH RWY. BRIDGE NO. 12 BETWEEN BENTS NO. 50 & 52 AT WILBURTON STATION, WA.	WA-WILBURTON	7/1/1912	LS. 405			
PRPL	NP-00089864	L.G. MASSART PLUMBING & HEATING CO.	ROADS & DRAINAGE FACILITIES	WA-WILBURTON	6/14/1961	LS. 405			
PRPW	LC-00201835	LAKE HILLS SEWER DISTRICT	SEWER PIPELINE CROSSING	WA-WILBURTON	11/1/1970	LS. 405			
PRPL	NP-00038461	(b) (6)	3/4 INCH WATER PIPELINE CROSSING	WA-WILBURTON	3/10/1922	LS. 405			
PRPW	NP-00036637	PUGET SOUND POWER & LIGHT	ONE ANCHOR ON RIGHT-OF-WAY	WA-WILBURTON	9/1/1920	LS. 405			
PRPW	LC-00214816	PUGET SOUND POWER & LIGHT CO.	OHD POWER WIRE LINE CROSSING	WA-WILBURTON	8/1/1974	MP. 10+1398			
PRPW	LC-00247076	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE CROSSING	WA-WILBURTON	7/1/1984	LS. 405		\$100.00	
PRPW	NP-00068071	PUGET SOUND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE CROSSING	WA-WILBURTON	12/20/1947	LS. 405			
PRPW	NP-00100758	PUGET SOUND POWER & LIGHT CO.	UGD ELECTRIC CONDUIT CROSSING BENEATH BRIDGE NO. 11.1	WA-WILBURTON	5/15/1969	MP. 12+2725			
PMLO	NP-00093283	SEATTLE MUNICIPALITY OF METROPOLITAN	EASEMENT FOR THE WILBURTON SIPHON PROJECT, CONTAINS LONGITUDINAL & CROSSING PIPELINES;	WA-WILBURTON	9/3/1963	LS. 405			
PRPW	BF-00002723	US WEST COMMUNICATIONS, INC.	COMMUNICATION CABLE	WA-WILBURTON	9/12/1997	LS. 405, MP. 9.95			
PMLO	NP-00086813	USA, DEPT. OF INTERIOR, GEOLOGICAL SURVEY	STREAM-FLOW RECORDING STATION NEAR MP. 12; KING COUNTY	WA-WILBURTON	7/22/1959	LS. 405			
PRPL	NP-00086775	WASHINGTON NATURAL GAS CO.	6-INCH NATURAL GAS PIPELINE CROSSING	WA-WILBURTON	8/7/1959	MP. 9+2252			
PRPL	NP-00096079	WASHINGTON NATURAL GAS CO.	2-INCH NATURAL GAS PIPELINE CROSSING	WA-WILBURTON	8/15/1965	LS. 405			
PMPS	S-00001741	WASHINGTON STATE OF	EASEMENT FOR OVERHEAD BRIDGE	WA-WILBURTON	10/5/1972	LS. 405			FNF
PMPS	S-00001742	WASHINGTON STATE OF	ESMT FOR RDWY & TUNNEL	WA-WILBURTON	10/5/1972	LS. 405			FNF
GVHB	BN-00000186	WASHINGTON, STATE OF	WIDEN & IMPROVE SR-405 OH HIGHWAY BRIDGE	WA-WILBURTON	7/9/1970	MP. 11+1384			
GVHB	BN-00002329	WASHINGTON, STATE OF	CONSTRUCTION OF TEMP. GRADE CROSSING ON MAIN LINE WHERE CONSTRUCTION IS IN PROGRESS FOR TUNNEL TO REPLACE EXISTING BRIDGE NO. 11	WA-WILBURTON	8/14/1972	MP. 11+85, MP. 10+4095			
PRPL	PX-91016180	BURNSTEAD CONSTRUCTION	LS. 403, MP. 22.92	WA-WOODINVILLE		LS. 405, MP. 23.78 TO MP. 23.80			
PRGN	TO-94020231	CASTLEWOOD HOMES, INC.	BEAUTIFICATION, COUNTY	WA-WOODINVILLE	12/5/1995				FNF
PRPL	BF-00002607	GOLDSTAR PROPERTIES, INC.	12 INCH STORM DRAIN PIPELINE, LS. 405, MP. 20.74;	WA-WOODINVILLE	3/13/1997				
PRPW	PX-88016002	GTE NORTHWEST INC	TELEPHONE CABLE, SURVEY STATION 95+19, MP. 22.28	WA-WOODINVILLE	6/15/1988				
PRPW	BF-00002558	GTE NORTHWEST, INC.	UGD FIBER OPTIC TELEPHONE CABLE; LS. 405, MP. 23.15;	WA-WOODINVILLE	7/29/1997				
PRPW	PX-91016073	GTE NORTHWEST, INC.	UGD TELEPHONE WIRE LINE, KING COUNTY	WA-WOODINVILLE	3/15/1991	LS. 405, MP. 22.96			
PRPW	PX-96021816	GTE NORTHWEST, INC.	UGD FIBER OPTIC COMMUNICATIONS WIRE LINE, KING COUNTY	WA-WOODINVILLE	10/24/1996	LS. 405, MP. 22.15			

## EXHIBIT F

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	DOT No.	Annualized Billing	Notes
PMPS	S-00004277	KING COUNTY OF	ESMT FOOT BICYCLE HORSE TRAILS-REDMON	WA-WOODINVILLE	7/26/1978				PARTIAL ASSIGNMENT
PRPL	PX-96020037	WASHINGTON NATURAL GAS CO.	12 INCH NATURAL GAS PIPELINE, KING COUNTY	WA-WOODINVILLE	2/21/1996	LS. 405, MP. 22.19			
PRPL	BF-00013343	WOODINVILLE WATER DISTRICT	8 INCH SANITARY SEWER PIPELINE CROSSINGS AT 2 LOCATIONS & LONGITUDINAL ENCROACHMENT; LS. 404, MP. 3.38; LS. 405, MP. 21.43; CANCELS PX #96021170;	WA-WOODINVILLE	11/12/1999				PARTIAL ASSIGNMENT
PRPL	BF-00020162	WOODINVILLE WATER DISTRICT	14 INCH SEWER PIPELINE; LS. 405, MP. 22.28;	WA-WOODINVILLE	12/20/2001				
PRPL	PX-91016072	WOODINVILLE WATER DISTRICT	9 INCH PVC SANITARY SEWER PIPELINE, SS. 59+66, KING COUNTY	WA-WOODINVILLE	3/15/1991	LS. 0405, MP. 22.96			
PRPL	PX-94020595	WOODINVILLE WATER DISTRICT	9.05 INCH WATER PIPELINE, KING COUNTY	WA-WOODINVILLE	7/8/1994	LS. 405, MP. 22.8			
FNF	File not found; location unknown								
PARTIAL ASSIGNMENT	FILE NOT FOUND LOCATION UNKNOWN								

**EXHIBIT G**

[Intentionally Deleted]

**EXHIBIT H**  
**BILL OF SALE**

**This Bill of Sale** is entered into by and between BNSF RAILWAY COMPANY, a Delaware corporation, of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830 ("**Grantor**") and THE PORT OF SEATTLE, a municipal corporation of the State of Washington with an address \_\_\_\_\_ ("**Grantee**").

WHEREAS Grantor and Grantee have entered into that certain Donation Agreement (Woodinville Subdivision – South Rail Line) dated as of April \_\_, 2008 (the "**Real Estate Agreement**"), pursuant to which BNSF has agreed to convey and Port has agreed to accept certain real property in King County, Washington and Snohomish County, Washington.

WHEREAS, pursuant to the terms of the Real Estate Agreement Grantor and Grantee have executed and delivered that certain Quitclaim Deed dated of even date herewith pursuant to which Grantor has conveyed and Grantee has accepted the real property that is the subject of the Real Estate Agreement (the "**Real Property**"); and

WHEREAS, in accordance with the terms of the Real Estate Agreement Grantor and Grantee are entering into this Bill of Sale.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor has quitclaimed and by these presents does hereby quitclaim unto the Grantee, without any covenants of warranty whatsoever and without recourse to the Grantor, all its right, title and interest, if any, in and to any personal property located on the Real Property together with that certain bridge structure over the Snohomish River connecting portions of the Real Property (collectively, the "**Personal Property**").

This Bill of Sale is executed by Grantor and accepted by Grantee subject to any and all restrictions, reservations, covenants, conditions, rights-of-way, easements, and encumbrances, whether of record or not, if any. The terms and conditions set forth in the above stated deed are incorporated herein by reference.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Bill of Sale to be signed by its duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**  
BNSF RAILWAY COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE**  
PORT OF SEATTLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## FIRST AMENDMENT TO DONATION AGREEMENT

THIS FIRST AMENDMENT TO DONATION AGREEMENT is made and entered into as of this 23<sup>rd</sup> day of December, 2008, by and between BNSF RAILWAY COMPANY ("BNSF"), the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port") and KING COUNTY, a political subdivision of the State of Washington ("County").

### RECITALS

A. On May 12, 2008, BNSF, the Port and the County entered into: (i) a Donation Agreement whereby BNSF agreed to donate to the Port portions of BNSF's property known as the Woodinville Subdivision ("Subdivision"); and (ii) a Purchase and Sale Agreement for the Port's acquisition of other portions of the Subdivision ("North Agreement"). The County desires to use the Railbanked and Wilburton Portions of the Subdivision for public trail and other transportation purposes. At Closing, the Port will grant the County a Public Multipurpose Easement for the County's use of the Railbanked and Wilburton Portions of the Subdivision.

B. The parties have agreed to extend the Closing Date of the Donation Agreement and of the North Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. The definition of Closing Date in Section 1.1 of the Donation Agreement is amended to read as follows:

Closing Date. March 31, 2009.

2. Except as amended herein, all other terms, covenants and conditions of the Donation Agreement shall remain in full force and effect.

3. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

*Remainder of Page Intentionally Left Blank*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: Richard E. Weicher

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: Ron Sims

Name: Ron Sims

Title: King County Executive

## SECOND AMENDMENT TO DONATION AGREEMENT

THIS SECOND AMENDMENT TO DONATION AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between BNSF RAILWAY COMPANY ("BNSF"), the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port") and KING COUNTY, a political subdivision of the State of Washington ("County").

### RECITALS

A. On May 12, 2008, BNSF, the Port and the County entered into: (i) a Donation Agreement whereby BNSF agreed to donate to the Port portions of BNSF's property known as the Woodinville Subdivision ("Subdivision"); and (ii) a Purchase and Sale Agreement for the Port's acquisition of other portions of the Subdivision ("North Agreement"). The County desires to use the Railbanked and Wilburton Portions of the Subdivision for public trail and other transportation purposes. At Closing, the Port will grant the County a Public Multipurpose Easement for the County's use of the Railbanked and Wilburton Portions of the Subdivision.

B. Pursuant to the First Amendment to Donation Agreement and the First Amendment to Purchase and Sale Agreement, the parties previously extended the Closing Date of the Donation Agreement and of the North Agreement to March 31, 2009.

C. The parties have now agreed to further extend the Closing Date of the Donation Agreement and of the North Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. The definition of Closing Date in Section 1.1 of the Donation Agreement is amended to read as follows:

Closing Date. June 30, 2009.

2. Except as amended herein, all other terms, covenants and conditions of the Donation Agreement shall remain in full force and effect.

3. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: Richard E. Weicher

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Ron Sims

Title: King County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Donation Agreement as of the date first written above.

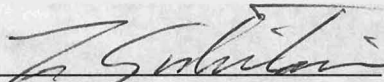
BNSF RAILWAY COMPANY

By: \_\_\_\_\_

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: 

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Ron Sims

Title: King County Executive

### THIRD AMENDMENT TO DONATION AGREEMENT

THIS THIRD AMENDMENT TO DONATION AGREEMENT is made and entered into as of this 30th day of June, 2009, by and between BNSF RAILWAY COMPANY ("BNSF"), the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port") and KING COUNTY, a political subdivision of the State of Washington ("County").

#### RECITALS

A. On May 12, 2008, BNSF, the Port and the County entered into: (i) a Donation Agreement whereby BNSF agreed to donate to the Port portions of BNSF's property known as the Woodinville Subdivision ("Subdivision"); and (ii) a Purchase and Sale Agreement for the Port's acquisition of other portions of the Subdivision ("North Agreement"). The County desires to use the Railbanked Portion of the Subdivision for public trail and other transportation purposes. At Closing, the Port will grant the County a Public Multipurpose Easement for the County's use of the Railbanked and Wilburton Portions of the Subdivision.

B. Pursuant to the First and Second Amendments to Donation Agreement and the First and Second Amendments to Purchase and Sale Agreement, the parties previously extended the Closing Date of the Donation Agreement and of the North Agreement to March 31, 2009 and June 30, 2009, respectively.

C. The parties have now agreed to further extend the Closing Date of the Donation Agreement and of the North Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. The definition of Closing Date in Section 1.1 of the Donation Agreement is amended to read as follows:

Closing Date. July 8, 2009.

2. Except as amended herein, all other terms, covenants and conditions of the Donation Agreement shall remain in full force and effect.

3. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: Richard E. Weicher

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Donation Agreement as of the date first written above.

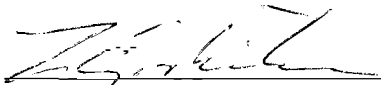
BNSF RAILWAY COMPANY

By: \_\_\_\_\_

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By:  \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: \_\_\_\_\_

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By:  \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

## FOURTH AMENDMENT TO DONATION AGREEMENT

THIS FOURTH AMENDMENT TO DONATION AGREEMENT is made and entered into as of this 8<sup>th</sup> day of July, 2009, by and between BNSF RAILWAY COMPANY ("BNSF"), the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port") and KING COUNTY, a political subdivision of the State of Washington ("County").

### RECITALS

A. On May 12, 2008, BNSF, the Port and the County entered into: (i) a Donation Agreement whereby BNSF agreed to donate to the Port portions of BNSF's property known as the Woodinville Subdivision ("Subdivision"); and (ii) a Purchase and Sale Agreement for the Port's acquisition of other portions of the Subdivision ("North Agreement"). The County desires to use the Railbanked Portion of the Subdivision for public trail and other transportation purposes. At Closing, the Port will grant the County a Public Multipurpose Easement for the County's use of the Railbanked and Wilburton Portions of the Subdivision.

B. Pursuant to the First, Second and Third Amendments to Donation Agreement and the First, Second and Third Amendments to Purchase and Sale Agreement, the parties previously extended the Closing Date of the Donation Agreement and of the North Agreement to March 31, 2009, June 30, 2009 and July 8, 2009 respectively.

C. The parties have now agreed to further extend the Closing Date of the Donation Agreement and of the North Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. The definition of Closing Date in Section 1.1 of the Donation Agreement is amended to read as follows:

Closing Date. July 15, 2009.

2. Except as amended herein, all other terms, covenants and conditions of the Donation Agreement shall remain in full force and effect.

3. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: Richard E. Weicher

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Donation Agreement as of the date first written above.

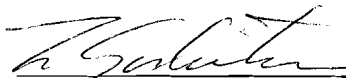
BNSF RAILWAY COMPANY

By: \_\_\_\_\_

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By:  \_\_\_\_\_

Name: ~~Tay~~ Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: \_\_\_\_\_

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

## FIFTH AMENDMENT TO DONATION AGREEMENT

THIS FIFTH AMENDMENT TO DONATION AGREEMENT is made and entered into as of this 15<sup>th</sup> day of JULY, 2009, by and between BNSF RAILWAY COMPANY ("BNSF"), the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port") and KING COUNTY, a political subdivision of the State of Washington ("County").

### RECITALS

A. On May 12, 2008, BNSF, the Port and the County entered into: (i) a Donation Agreement whereby BNSF agreed to donate to the Port portions of BNSF's property known as the Woodinville Subdivision ("Subdivision"); and (ii) a Purchase and Sale Agreement for the Port's acquisition of other portions of the Subdivision ("North Agreement"). The County desires to use the Railbanked Portion of the Subdivision for public trail and other transportation purposes. At Closing, the Port will grant the County a Public Multipurpose Easement for the County's use of the Railbanked and Wilburton Portions of the Subdivision.

B. Pursuant to the First, Second, Third and Fourth Amendments to Donation Agreement and the First, Second, Third and Fourth Amendments to Purchase and Sale Agreement, the parties previously extended the Closing Date of the Donation Agreement and of the North Agreement to March 31, 2009, June 30, 2009, July 8, 2009 and July 15, 2009 respectively.

C. The parties have now agreed to further extend the Closing Date of the Donation Agreement and of the North Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. The definition of Closing Date in Section 1.1 of the Donation Agreement is amended to read as follows:

Closing Date. July 22, 2009.

2. Except as amended herein, all other terms, covenants and conditions of the Donation Agreement shall remain in full force and effect.

3. Counterparts. This Fifth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: Richard E. Weicher

Name: Richard E. Weicher

Title: Vice President & General Counsel -- Regulatory

PORT OF SEATTLE

By: Tay Yoshitani

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Fifth  
Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: \_\_\_\_\_  
Name: Richard E. Weicher  
Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_  
Name: Tay Yoshitani  
Title: Chief Executive Officer

KING COUNTY

By: Kurt Triplett  
Name: Kurt Triplett  
Title: King County Executive

## SIXTH AMENDMENT TO DONATION AGREEMENT

THIS SIXTH AMENDMENT TO DONATION AGREEMENT is made and entered into as of this 21<sup>st</sup> day of July, 2009, by and between BNSF RAILWAY COMPANY ("BNSF"), the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port") and KING COUNTY, a political subdivision of the State of Washington ("County").

### RECITALS

A. On May 12, 2008, BNSF, the Port and the County entered into: (i) a Donation Agreement whereby BNSF agreed to donate to the Port portions of BNSF's property known as the Woodinville Subdivision ("Subdivision"); and (ii) a Purchase and Sale Agreement for the Port's acquisition of other portions of the Subdivision ("North Agreement"). The County desires to use the Railbanked Portion of the Subdivision for public trail and other transportation purposes. At Closing, the Port will grant the County a Public Multipurpose Easement for the County's use of the Railbanked and Wilburton Portions of the Subdivision.

B. At the Port's request and pursuant to the First, Second, Third, Fourth and Fifth Amendments to Donation Agreement and the First, Second, Third, Fourth and Fifth Amendments to Purchase and Sale Agreement, the parties previously extended the Closing Date of the Donation Agreement and of the North Agreement to March 31, 2009, June 30, 2009, July 8, 2009, July 15, 2009 and July 22, 2009 respectively.

C. The Port has requested, and the parties have agreed, to further extend the Closing Date of the Donation Agreement and of the North Agreement.

D. The Parties acknowledge that the Donation Agreement and the North Agreement are not the exclusive basis for BNSF to enter into agreements with others concerning transfer of ownership of the Subdivision, subject to the parties' rights and obligations under the Donation Agreement and the North Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. The definition of Closing Date in Section 1.1 of the Donation Agreement is amended to read as follows:

Closing Date. The earlier of (i) December 15, 2009, or (ii) the date that is sixty (60) days after written notice to proceed (the "Notice to Proceed") to

Closing from BNSF to Port and County. BNSF will not issue a Notice to Proceed unless it has entered into an agreement, memorandum of understanding or similar instrument with another party concerning the transfer of ownership of the Subdivision by BNSF to such other party. If BNSF delivers the Notice to Proceed then Port shall have ten (10) business days to terminate this Agreement and the North Agreement by written notice to BNSF and County, upon which none of the Parties shall have any further obligation under this Agreement except those that expressly survive its termination. If Port does not terminate this Agreement and the North Agreement by delivering a notice of termination within said ten (10) business days, then Port shall be deemed to have waived all contingencies to its obligation to Close and the parties shall proceed to Closing on the date that is sixty (60) days after the Notice to Proceed. If the Surface Transportation Board ("STB") has not approved the transfer of reactivation rights as contemplated in Section 8.1(a) of the Agreement by Closing, then such reactivation rights shall remain with BNSF notwithstanding Section 8.1(a), except to the extent BNSF may subsequently transfer them with STB's approval.

2. Except as amended herein, all other terms, covenants and conditions of the Agreement shall remain in full force and effect.

3. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

*Remainder of Page Intentionally Left Blank*

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: Richard E. Weicher

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: \_\_\_\_\_

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By:  \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: \_\_\_\_\_

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name: Kurt Triplett

Title: King County Executive

## SEVENTH AMENDMENT TO DONATION AGREEMENT

THIS SEVENTH AMENDMENT TO DONATION AGREEMENT is made and entered into as of this 17 day of December, 2009, by and between BNSF RAILWAY COMPANY ("BNSF"), the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port") and KING COUNTY, a political subdivision of the State of Washington ("County").

### RECITALS

A. On May 12, 2008, BNSF, the Port and the County entered into: (i) a Donation Agreement, as amended, whereby BNSF agreed to donate to the Port portions of BNSF's property known as the Woodinville Subdivision ("Subdivision"); and (ii) a Purchase and Sale Agreement, as amended, for the Port's acquisition of other portions of the Subdivision ("North Agreement"). The County desires to use the Railbanked Portion of the Subdivision for public trail and other transportation purposes. At Closing, the Port will grant the County a Public Multipurpose Easement for the County's use of the Railbanked and Wilburton Portions of the Subdivision.

B. At the Port's request and pursuant to the First, Second, Third, Fourth, Fifth and Sixth Amendments to Donation Agreement and the First, Second, Third, Fourth, Fifth and Sixth Amendments to Purchase and Sale Agreement, the parties previously extended the Closing Date of the Donation Agreement and of the North Agreement to March 31, 2009, June 30, 2009, July 8, 2009, July 15, 2009, July 22, 2009 and December 15, 2009 respectively.

C. The Port has requested, and the parties have agreed, to further extend the Closing Date of the Donation Agreement and of the North Agreement.

D. As part of the approvals contemplated by Section 8.1 of the Donation Agreement the STB conditioned its approval concerning salvage activities and archaeological remains, which conditions must be included in the Donation Agreement.

E. The Parties acknowledge that the Donation Agreement and the North Agreement are not the exclusive basis for BNSF to enter into agreements with others concerning transfer of ownership of the Subdivision, subject to the parties' rights and obligations under the Donation Agreement and the North Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. The definition of Closing Date in Section 1.1 of the Donation Agreement is amended to read as follows:

Closing Date. December 18, 2009.

2. The Donation Agreement is amended by adding the following as Section 14.17:

14.17 Port and its successors and assigns agree:

(1) As to the portion of the Property located between Milepost 5.00 and Milepost 10.60:

(a) Prior to beginning salvage activities,

(i) To consult with WDE regarding possible impacts of abandonment activities on wetlands located along the lines and to ensure compliance with NPDES permitting requirements and,

(ii) To consult with the Corps regarding possible impacts of abandonment activities to water bodies and wetlands, and to ensure compliance with Corps permitting requirements.

(3) As to the portion of the Property located between Milepost 11.25 and Milepost 23.80: To consult with the Washington Department of Fish and Wildlife and the Muckleshoot Indian Tribe Fisheries Division regarding fish barriers.

3. Except as amended herein, all other terms, covenants and conditions of the Agreement shall remain in full force and effect.

4. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

*Remainder of Page Intentionally Left Blank*

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment to Donation Agreement as of the date first written above.

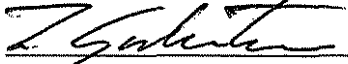
BNSF RAILWAY COMPANY

By: \_\_\_\_\_

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: 

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: 

Name: Doug Constantine

Title: King County Executive

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment to Donation Agreement as of the date first written above.

BNSF RAILWAY COMPANY

By: Richard E. Weicher

Name: Richard E. Weicher

Title: Vice President & General Counsel – Regulatory

PORT OF SEATTLE

By: \_\_\_\_\_

Name: Tay Yoshitani

Title: Chief Executive Officer

KING COUNTY

By: \_\_\_\_\_

Name:

Title: King County Executive

## **BILL OF SALE**

This Bill of Sale is entered into by and between BNSF RAILWAY COMPANY, a Delaware corporation, of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830 ("**Grantor**") and THE PORT OF SEATTLE, a municipal corporation of the State of Washington with an address 2711 Alaskan Way, Seattle, WA 98121 ("**Grantee**").

WHEREAS Grantor and Grantee have entered into that certain Donation Agreement (Woodinville Subdivision – South Rail Line) dated as of May 12, 2008, as amended (the "**Real Estate Agreement**"), pursuant to which BNSF has agreed to convey and Port has agreed to accept certain real property in King County, Washington and Snohomish County, Washington.

WHEREAS, pursuant to the terms of the Real Estate Agreement Grantor and Grantee have executed and delivered that certain Quitclaim Deed dated of even date herewith pursuant to which Grantor has conveyed and Grantee has accepted the real property that is the subject of the Real Estate Agreement (the "**Real Property**"); and

WHEREAS, in accordance with the terms of the Real Estate Agreement Grantor and Grantee are entering into this Bill of Sale.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor has quitclaimed and by these presents does hereby quitclaim unto the Grantee, without any covenants of warranty whatsoever and without recourse to the Grantor, all its right, title and interest, if any, in and to any personal property located on the Real Property (the "**Personal Property**").

This Bill of Sale is executed by Grantor and accepted by Grantee subject to any and all restrictions, reservations, covenants, conditions, rights-of-way, easements, and encumbrances, whether of record or not, if any. The terms and conditions set forth in the above stated deed are incorporated herein by reference.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Bill of Sale to be signed by its duly authorized officers this 18<sup>th</sup> day of December, 2009.

GRANTOR

BNSF RAILWAY COMPANY

By: Richard E. Weicher  
Name: Richard E. Weicher  
Title: Vice President & General Counsel -  
Regulatory

GRANTEE

PORT OF SEATTLE

By: Tay Yoshitani  
Name: Tay Yoshitani  
Title: Chief Executive Officer

CONFORMED COPY

After Recording Return To:  
Port of Seattle, Legal Department  
P. O. Box 1209  
Seattle, WA 98111  
Attn: Isabel R. Safora

**20091218001535**

PACIFIC NW TIT QCD  
PAGE-001 OF 016  
12/18/2009 15:30

77.00

**E2422283**

12/18/2009 15:19  
KING COUNTY, WA  
TAX  
SALE

\$10.00  
\$0.00

PAGE-001 OF 001

**QUIT CLAIM DEED**

Woodinville South

Grantor: BNSF RAILWAY COMPANY ("BNSF")

Grantee: PORT OF SEATTLE ("Port")

Legal Description: *See 22, 26, 5-1111-LEO Code 1700*  
See Exhibit A attached hereto and incorporated herein (the "Property").

*262505-1111 082505-1111-222605-1111 272605-1111*

Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) conveys and quit claims to Grantee, the Property, situated in the County of King, State of Washington, together with all after acquired title of the Grantor therein;

Port, King County Washington ("County") and BNSF are parties to that certain Donation Agreement dated as of May 12, 2008, as amended, concerning the Property. Port, County and BNSF for themselves and their respective successors and assigns hereby covenant and agree that the provisions of Sections 6 and 7 of said Agreement, attached hereto as Exhibit B, are incorporated herein by reference and shall be covenants running with the land that are enforceable by Port, County, BNSF and their respective successors and assigns.

IN WITNESS WHEREOF, BNSF, Port and County have executed this Deed as of the 18 day of December, 2009

BNSF RAILWAY COMPANY

By *Dan Rardin*  
Its: Senior General Attorney

PORT OF SEATTLE

By *Theresa T...*  
Its: Chief Executive Officer

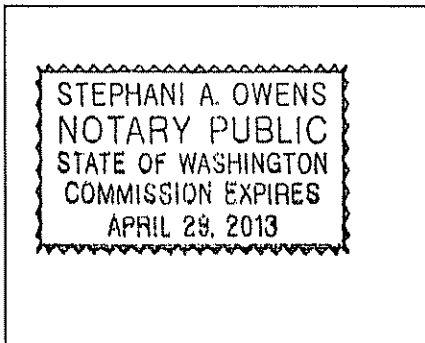
KING COUNTY, WASHINGTON

By *Dou Constantine*  
Its: Executive

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that David T. Rankin is the person who appeared before me, and said person acknowledged that ~~he~~/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Senior General Attorney of BNSF RAILWAY COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-17-2009



Stephani A. Owens  
Notary Public  
Print Name Stephani A. Owens  
My commission expires 4-29-2013

(Use this space for notarial stamp/seal)

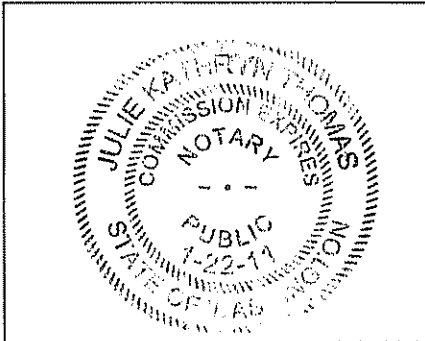
STATE OF WASHINGTON )

COUNTY OF King )

) ss.

I certify that I know or have satisfactory evidence that Ray Yoshitani is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the CEO of Port of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Dec. 17, 2009



(Use this space for notarial stamp/seal)

Julie Kathryn Thomas  
Notary Public  
Print Name Julie Kathryn Thomas  
My commission expires 1-22-11

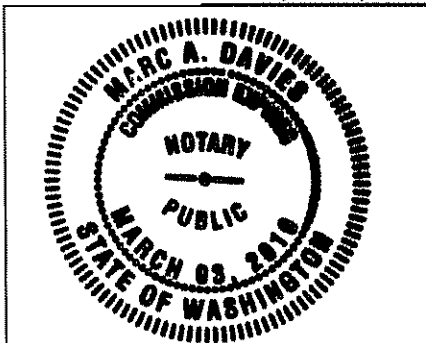
STATE OF WASHINGTON )

COUNTY OF King )

) ss:

I certify that I know or have satisfactory evidence that Dow Constantine is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12/17/09



(Use this space for notarial stamp/seal)

Marc A. Davies  
Notary Public  
Print Name Marc A. Davies  
My commission expires 03/03/10

## EXHIBIT A

### DESCRIPTION OF PROPERTY

All that portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville (MP 23.45) to Kennydale (MP 5.0), Washington Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across King County, Washington, more particularly described as follows, to-wit:

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the NE $\frac{1}{4}$  Section 16, and the W $\frac{1}{2}$  Section 15, all in Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said NE $\frac{1}{4}$  Section 16, and bounded on the South by South line of said W $\frac{1}{2}$  Section 15; also,

That portion of that certain 50.0 foot wide Branch Line right of way, being 25.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 22, Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said Section 22, and bounded on the South by South line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 22; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the E $\frac{1}{2}$  Section 22, the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27, all in Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said E $\frac{1}{2}$  Section 22, and bounded on the South by South line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27; also,

That certain 4.43 acre tract of land described in deed dated April 3, 1903 from Nellie Nelson to Northern Pacific Railway Company recorded April 3, 1903 in Book 342 of Deeds, Page 371, records of King County, Washington, said 4.43 acre tract being described in said deed for record as follows:

"All that portion of the Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 27, Township 26 North, Range 5 East, lying between the easterly line of the present right of way of the Northern Pacific Railway Company, which line is 50 feet distant southeasterly from the center line of the railroad track of said company, as now located and constructed over and across said premises and a line drawn parallel to and 50 feet distant southeasterly from, when measured at right angles to the center line of the proposed railroad track as now staked out and to be constructed, over and across said premises;

"Also all that portion of said Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 27, Township 26, lying within 50 feet of that certain straight line which connects the center line of the present track of the Northern Pacific Railway Company line with the center line of the proposed track of the Northern Pacific Railway Company line and being tangent to the curves of both of said center lines, containing in all 4.43 acres, be the same more or less." **EXCEPTING THEREFROM**, Lot 3, King County Short Plat Number 1078060, recorded under King County Recording Number 8003270855, being a subdivision of: That portion of the southeast quarter of the northwest quarter of Section 27, Township 26 North, Range 5 East, W.M., King County, Washington, lying northerly and westerly of the northerly and westerly right of way of the Northern Pacific Railway Company's "Seattle Belt Line", and south of the southerly right of way line of that road conveyed to King County by deed recorded under Recording Number 2695175 and northeasterly of a line described as follows: Beginning at the northwest corner of the southeast quarter of the northwest quarter of said Section 27; thence south 1°58'24" west along the west line of the southeast quarter of the northwest quarter of said Section 27, a distance of 265 feet; thence north 65°33'39" east 444.80 feet to the true point of beginning of the following described line;

thence south 18°15'21" east, 640 feet, more or less, to the northerly right of way line of said Northern Pacific Railway Company's "Seattle Belt Line", said northerly right of way line being 50' Northeast of the center line of the maintrack as now constructed and the terminus of said line.; also,

That certain 0.05 acre tract of land described in deed dated August 25, 1904 from Otto Weppeler et al. to Northern Pacific Railway Company recorded September 7, 1904 in Book 375, Page 507, records of King County, Washington, said 0.05 acre tract being described in said deed for reference as follows:

"All that piece or parcel of land in the southeast quarter of the northwest quarter (SE/4 of NW/4) of Section twenty-seven (27), Township twenty-six (26), Range five (5) east, W. M. which lies northwesterly of the original Seattle Belt Line right of way as described in deed recorded in Volume 116 of Deeds, Page 289, Records of King County, and within fifty (50) feet of the center line of the revised location of the track of the Seattle Belt Line as the same is now surveyed and being constructed over and across said subdivision, containing 5/100 acres, more or less."; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the SW¼NW¼ Section 27 the S½NE¼, NW¼SE¼, SW¼ Section 28, W½NW¼, NW¼SW¼ Section 33, SE¼ Section 32, all in Township 26 North, Range 5 East, W. M., bounded on the East by the East line of said SW¼NW¼ Section 27, and bounded on the South by South line of said SE¼ Section 32, **EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260805, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 30, 1998 as Document No. 9807301468, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260791, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Quitclaim Deed dated January 6, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 11, 2000 as Document No. 20000211000454, records of King County, Washington, ; also,

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 3, 4, 5, 6, 11, 12, 13, 14, 18, 19, 23, 24, 25 and 26, the vacated alley between Blocks 13 and 14, and vacated Arlington Avenue between Blocks 14 and 19, as said Blocks and Streets are shown on plat of Lake Avenue Addition to Kirkland as recorded in Volume 6 of Plats, Page 86, Records of said County, together with any right title and interest, if any to those portions of Victoria Avenue, Harrison Avenue, Moreton Avenue; Jefferson Avenue, and Washington Avenue and Maple Street and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way, **EXCEPTING THEREFROM**, that portion of Lot 3, Block 5, Lake Avenue Addition to Kirkland, according to the official plat thereof in the office of the Auditor of King County, Washington lying between two lines drawn parallel with and distant, respectively, 34.0 feet and 50.0 feet Westerly of, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway) Main Track centerline as now located and constructed upon, over, and across said Block 5; also,

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 220, 223, 224, 232, 233, 238, and 241 as said Blocks are shown on the

Supplementary Plat to Kirkland as filed in Volume 8 of King County Plats, at page 5, together with any right title and interest, if any to those portions of Massachusetts Avenue, Madison Avenue, Michigan Avenue, Olympia Avenue, Piccadilly Avenue, Cascade Avenue, Clarkson Avenue, Fir Street, and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way; also,

That portion of Lots 1, 2, 4, 37, and all of Lots 3, 38, and 39, Block 227 as said Lots and Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of King County Plats, at page 5, which lie Northeasterly of a line parallel with and distant 50 feet Southwesterly from, measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Southwesterly of a line parallel with and distant 50 feet Northeasterly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the, S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 5, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 8, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South right of way line of Clarkson Avenue, City of Kirkland, Washington, and bounded on the West by the West line of said E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 8, **EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260787, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Quitclaim Deed dated May 15, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded August 5, 1999 as Document No. 19990805001402, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281544, records of King County, Washington, also;

That certain 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington, said 0.23 acre tract being described in said deed for reference as follows:

"Commencing at a point in the east line of Lot four (4), Section eight (8), Township twenty-five (25) North, Range five (5) east, W.M., that is 395 feet north of the southeast corner of said lot, and running thence west parallel with the south line of said Lot four (4) 67 feet, more or less, to a point that is 50 feet distant from, when measured at right angles to, the center line of the proposed Seattle Belt Line Branch of the Northern Pacific Railway Company as the same is now located, staked out and to be constructed across said Section eight (8); thence running northeasterly parallel with said railway center line 200 feet; thence westerly at right angles to said railway center line 30 feet; thence northeasterly parallel with said railway center line, and 80 feet distant therefrom, 130 feet, more or less, to the east line of said Lot four (4); thence south along said east line of said Lot four (4) 322 feet, more or less, to the point of beginning; containing 0.23 acres, more or less."; also,

That certain strip of land described in deed dated March 3, 1904 from Seattle and Shanghai Investment Company to Northern Pacific Railway Company recorded March 9, 1904 in Book 387, Page 243, records of King County, Washington, said strip being described in said deed for reference as follows:

"A strip of land Two Hundred twenty-five (225) feet in width across that certain parcel of land designated as Tract "B" in deed from the Kirkland Land and Improvement Company to H. A. Noble, dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41, reference thereto being had. Said strip of land hereby conveyed, having for its boundaries two lines that are parallel with and respectively distant One Hundred (100) feet easterly from, and One Hundred Twenty-Five (125) feet westerly from, when measured at right angles to, the center line of the Seattle Belt

Line branch of the NORTHERN PACIFIC RAILWAY COMPANY, as the same is now constructed and located across said Tract "B", which said Tract "B" is located in Section 17 of Township 25, North of Range 5 east of the Willamette Meridian"; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 4, Section 8, Government Lots 1, 2, and 3, the E $\frac{1}{2}$ SW $\frac{1}{4}$  Section 17, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$  Section 20, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South line of that certain hereinabove described 0.23 acre tract of land described in deed dated July 15, 1903 from (b) (6) to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington and the East line of said Government Lot 4, Section 8, and bounded on the South by the South line of said NE $\frac{1}{4}$  Section 20, together with such additional widths as may be necessary to catch the slope of the fill in the N $\frac{1}{2}$  of said Government Lot 2, Section 17 as delineated in the 7th described parcel in deed dated June 20, 1903 from Kirkland Land and Improvement Company to Northern Pacific Railway Company recorded June 26, 1903 in Book 352, Page 582, records of King County, Washington. **EXCEPTING THEREFROM**, that portion of said 100.0 foot wide right of way lying within said hereinabove described parcel of land designated as Tract "B" in deed from the Kirkland Land and Improvement Company to H. A. Noble, dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41,; also,

That certain tract of land described in deed dated December 26, 1952 from (b) (6) and (b) (6) et al. to Northern Pacific Railway Company recorded January 14, 1953 in Book 3220 of Deeds, Page 301, in the records of the Auditor's office of King County, Washington, said tract of land being described in said deed for reference as follows:

"That portion of the south half of the northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section 20, Township 25 North, Range 5 East of the Willamette Meridian, described as follows: Commencing at the center of said section; thence north 0 degrees 18 minutes 24 seconds west along the north and south quarter line of said section 738.60 feet to the center of the county road; thence along said road south 77 degrees 7 minutes east 500.00 feet; thence south 71 degrees 54 minutes east 308.27 feet, more or less; thence north 34 degrees 38 minutes east 18.00 feet to a stake in the north margin of said road; thence north 34 degrees 38 minutes east 609.40 feet, more or less, to the southwesterly margin of the Grantee's right of way, said margin being concentric with and distant 50 feet southwesterly, measured radially, from the center line of the main track of the Grantee's Belt Line as now constructed; thence southeasterly along said margin approximately 150 feet to a point distant 50 feet southwesterly, measured along the radius of the curve of said center line, from station 511 plus 50 in said center line (which station is distant 2337.6 feet southeasterly measured along said center line, from the north line of said section), the last-described point being the true point of beginning; thence southeasterly and southerly along said margin to a point distant 50 feet westerly, measured along the radius of said curve, from station 515 plus 60 in said center line; thence northwesterly in a straight line to a point distant 110 feet southwesterly measured along the radius of said curve, from station 514 plus 28 in said center line; thence northwesterly in a straight line to a point distant 110 feet southwesterly, measured along the radius of said curve, from station 513 plus 28 in said center line; thence northerly in a straight line to the true point of beginning.", also,

That portion of that certain 100.0 foot wide Branch Line right of way at said Railway Company's Northrup Station, being 50.0 feet on each side of said Branch Line's Main Track centerline, as originally located and constructed, upon, over and across Blocks 12, 13, 14, 15, 16, 21, 22, 23 and 24, all within Kirkland Syndicate First Addition to Seattle, together with any right title and interest, if any to those portions of Maple Street, Nelson Street, Bixby Street, Kirkland Avenue, Hawks Avenue and Fransen Avenue which lie within said 100.0 foot wide Branch Line right of way; also,

Those portion of Lots 10, 11, and 12, Block 14, Lots 1, 2, 3, and 4, Block 23 and Lot 10, Block 24, all within Kirkland Syndicate First Addition to Seattle, lying Southwesterly of a line parallel with and distant 50 feet Southwesterly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Railway Company's Main Track centerline, as originally located and constructed, upon, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and bounded on the South by the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, together with any right title and interest, if any to those portions of Fransen Avenue, Jordan Avenue, Elkoos Avenue, and Railroad Avenue, which lie within said 100.0 foot wide Branch Line right of way; also,

That portion of Block 7, of Kirkland Syndicate's Second Addition to Kirkland Washington, situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and that portion of said Railway Company's property situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, and in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 28, all in Township 25 North, Range 5 East, W. M., lying Easterly of a line parallel with and distant 50.0 feet Westerly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as now located and constructed and Westerly of a line parallel with and distant 50.0 feet Westerly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed, bounded on the West by the West line of said Block 7 and its Northerly prolongation, and bounded on the South by the intersection of said parallel lines, together with any right, title and interest, if any, to Houghton Street and Railroad Avenue of Kirkland Syndicate's Second Addition to Kirkland Washington; also,

That certain 0.63 acre tract of land described in deed dated November 13, 1904 from (b) (6) Et Ux. to the Northern Pacific Railway Company recorded February 9, 1905 in Volume 408 of Deeds, Page 263, records of King County, Washington, said 0.63 acre being described in said deed for reference as follows:

"That part of southwest quarter of southwest quarter (SW/4 of SW/4), Section twenty-one (21), Township twenty-five (25) north, Range five (5) east, W. M., described by metes and bounds as follows:

"Beginning at a point in the south line of said Section twenty-one (21) fifty (50) feet east from, when measured at right angles to, the original right of way of Seattle Belt Line Branch of the Northern Pacific Railway Company, as conveyed by deed executed by (b) (6) dated Oct. 4<sup>th</sup>, 1890 and recorded Dec. 4<sup>th</sup>, 1890 in volume 116 of deeds, page 114, and running thence north 8° 40' west parallel with and 50 feet distant easterly from said original right of way line a distance of 270 feet to a point of curve; thence northwesterly along a curve to the left having a radius of 716.8 feet, a distance of 492.7 feet; thence north 48° 5' west a distance of 135 feet more or less, to a point on the said easterly line of the original right of way of said railway; thence southeasterly along said original easterly right of way line on a curve to the right having a radius of 859 feet, a distance of 591 feet; thence continuing along said easterly right of way line south 8° 40' east, a distance of 260 feet, more or less, to an intersection of said right of way line with the southern boundary line of said section 21; thence east 50.5 feet, more or less, to point of beginning, containing 0.63 acres, more or less, situated in the County of King, State of Washington."; also,

That certain strip of land described in deed dated August 3, 1904 from (b) (6) (b) (6) to Northern Pacific Railway Company recorded August 6, 1904 in Book 404 of Deeds, Page 44, records of King County, Washington, said strip of land being described in said deed for reference as follows:

"A strip of land fifty (50) feet wide lying immediately east of the right of way of said Railway Company and extending South from the North line of Section 28, Township 25 North Range 5 East a distance of Six Hundred feet (600) and containing 0.69 acres in the Northwest Quarter of the Northwest quarter (NW¼NW¼) of Section 28 Tp 25 N R 5 E WM.", **EXCEPTING THEREFROM**, that portion of said 50 foot wide strip lying Northerly of a line parallel to and 400.0 feet Southerly of the North line of said NW¼NW¼ of Section 28 ; also,

Parcel 3, of City of Bellevue Short Plat No. 80-16, according to the Short Plat recorded under King County Recording No. 8101239001, **EXCEPTING THEREFROM**, that certain tract of land described in deed dated December 13, 1996 from Burlington Northern Railroad Company to Fibres International, recorded December 13, 1996 as Document No. 9612130870, records of King County, Washington; also,

Tract B, of City of Bellevue Short Plat No. 80-16, according to the Short Plat recorded under King County Recording No. 8101239001; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Railway Company's Main Track centerline, as now located and constructed, upon, over and across the W½W½ Section 28, W½NW¼ Section 33, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said W½W½ Section 28, and bounded on the South by the South line of said W½NW¼ Section 33, **EXCEPTING THEREFROM**, that portion of said 100.0 foot wide right of way lying Easterly of a line parallel with and distant 35 feet Easterly from, measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Northerly of a line parallel to and 400.0 feet Southerly of the North line of said NW¼NW¼ of Section 28, **ALSO EXCEPTING THEREFROM**, that portion of said 100 foot wide Branch Line right of way lying within that certain tract of land described in Special Warranty Deed dated June 29, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2000 as Document No. 20000522001155, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805221787, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated June 8, 2001 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded January 3, 2003 as Document No. 20030103001327, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded December 28, 1998 as Document No. 9812282942, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated March 17, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded October 4, 2000 as Document No. 20001004000767, records of King County, Washington, , also;

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across Lots 1, 2, 3, 4 and 8 of Strawberry Lawn, King County Washington, recorded in Volume 4 of Plats, page 30½, King County, Washington recorder, together with such additional widths as are necessary to catch the slopes of the cuts and fills of the roadbed of said Railway in said Lots 1 and 8 of Strawberry Lawn. King County Washington, as delineated in deed dated August 31, 1903 from <sup>(b) (6)</sup> to the Northern Pacific Railway Company, **EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260792, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Deed dated

February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281537, records of King County, Washington, also;

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the W½ Section 4, Government Lots 1 and 4, E½W½ Section 9, Government Lot 1, SW¼NW¼, NW¼SW¼ Section 16, Government Lots 4 and 5 Section 17, Government Lots 1, 2, 3 and 4 Section 20, Government Lots 1, 2, 3, 4 and 5 Section 29, all in Township 24 North, Range 5 East, W. M., bounded on the North by the North line of W½ Section 4, and bounded on the South by the South line of said Government Lot 5, Section 29, together with such additional widths or strips of land as are necessary to catch the slopes of the cuts and fills of the roadbed of said Railway in the NW¼NW¼ of said Section 4, which said roadbed is to be constructed having a width at grade of 22 feet and the cuts to have a slope of one to one and the fills to have a slope of one and one half to one, as delineated in deed dated September 8, 1903 from Lake Washington Land Company to Northern Pacific Railway Company, recorded in Volume 386 of Deeds, Page 147, records of King County, Washington, **EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated April 30, 2001 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2001 as Document No. 20010522000186, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281547, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281545, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281546, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281543, records of King County, Washington, **ALSO EXCEPTING THEREFROM** that certain tract of land described in deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 30, 2001 as Document No. 20010430000977, records of King County, Washington, **ALSO EXCEPTING THEREFROM** that certain tract of land described in deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded December 15, 1998 as Document No. 9812151238, records of King County, Washington; also,

That certain Tract I and that certain Tract II described in deed dated September 19, 1967 from State of Washington to Northern Pacific Railway Company filed for record December 13, 1967 in Book 5023, Page 546, Auditor's No. 6278130, records of King County, Washington, said Tracts being described in said deed for reference as follows:

"Tract I: (Fee)

"All those portion of the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter, Section 9, Township 24 North, Range 5 East, W.M., lying Westerly of the existing 100 foot right of way of the Northern Pacific Railway Company and Easterly of a line described as follows: Beginning at a point opposite Station REL. R.R. 737+00 on the Relocated Railroad Center Line (as hereinafter described) and 50 feet Westerly therefrom when measured radially thereto (which point also lies on the Westerly line of said existing railroad right of way); thence Southerly parallel with said relocated railroad center line to a point opposite REL. R.R. 739+00 theteon; thence Southwesterly in a straight line to a point opposite REL. R.R. 740+00 on said relocated railroad center line and 130 feet Westerly therefrom when measured radially thereto; thence Southerly parallel with said relocated railroad

center line a distance of 350 feet, more or less, to an intersection with the Northerly right of way line of State Highway Project entitled Primary State Highway No. 2 (SR 90), East Channel Bridge to Richards Road (as hereinafter described); thence North  $84^{\circ}13'42''$  East along said Northerly right of way line a distance of 125 feet, more or less to an intersection with said Westerly line of said existing railroad right of way and the end of this line description:

"Tract II: (Fee)

"All those portion of Lots 13 and 14, Block 1, Mercer Addition, according to the plat thereof recorded in Volume 17 of Plats, page 8, records of King County and of the Northeast quarter of the Southwest quarter, Section 9, Township 24 North, Range 5 East, W.M., lying Northwesterly of the existing 100 foot right of way of the Northern Pacific Railway Company and Southeasterly of a line described as follows: Beginning at the Southeast corner of said Lot 13, which point also lies on the Northwesterly line of said existing railroad right of way; thence Northeasterly in a straight line to a point opposite REL. R.R. 753+00 on the Relocated Railroad Center Line (as hereinafter described) and 50 feet Northwesterly therefrom when measured at right angles thereto; thence Northeasterly in a straight line to a point opposite REL. R.R. 752+00 on said relocated railroad center line and 90 feet Northwesterly therefrom when measured at right angles thereto; thence Northeasterly parallel with said relocated railroad center line a distance of 120 feet, more or less, to an intersection with the Southerly right of way line of State Highway Project entitled Primary State Highway No. 2 (SR 90), East Channel Bridge to Richards Road (as hereinafter described); thence South  $79^{\circ}37'46''$  East a distance of 105 feet, more or less, to an intersection with said Westerly line of said existing railroad right of way and the end of this line description: ...

..."RELOCATED RAILROAD CENTER LINE DESCRIPTION:

"Beginning at Railroad Station 734+80 on the existing main line center line of the Northern Pacific Railway Company's Track in the Southeast quarter of the Northwest quarter, Section 9, Township 24 North, Range 5 East, W.M., in the vicinity of Factoria, Washington, which point equals Relocated Railroad Station (hereinafter referred to as REL. R.R.) 734+80; thence South  $20^{\circ}44'04''$  East a distance of 21.1 feet to REL. R.R. 735+01.10 T.S.; thence on the arc of an increasing spiral curve to the right having an "A" value of 5 a distance of 80 feet to REL. R.R. 735+81.10 S.C.; thence on the arc of a  $4^{\circ}$  circular curve to the right thru a central angle of  $49^{\circ}18'$  a distance of 1232.50 feet to REL. R.R. 748+13.60 C.S.; thence on the arc of a decreasing spiral curve to the right having an "A" value of 5, a distance of 80 feet to R.R. 743+93.60 S.T.; thence South  $31^{\circ}46'$  West a distance of 683.96 feet to REL. R.R. 755+77.56 T.S.; thence on the arc of an increasing spiral curve to the left having an "A" value of 5 a distance of 80 feet to REL. R.R. 756+57.56 S.C. which point equals Railroad Station 756+91.53 ahead on said existing main line center line of track in the Southeast quarter of the Southwest quarter, Section 9, and the end of this center line description.

"SOUTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), EAST CHANNEL BRIDGE TO RICHARDS ROAD:

"Beginning at the Southwest corner of Lot 21, Block 4, Mercer Addition, according to the plat thereof recorded in Volume 17 of Plats, page 8, records of King County, and running thence North  $79^{\circ}37'46''$  West a distance of 324.08 feet.

"NORTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), EAST CHANNEL BRIDGE TO RICHARDS ROAD:

“Beginning at REL. R.R. 746+28.83 P.O.C. on the Relocated Railroad Center Line (as above described); thence South 84°03’37” West a distance of 344.01 feet; thence North 5°56’23” West a distance of 212.5 feet; thence North 80°02’48” East a distance of 109.27 feet; thence North 5°56’23” West a distance of 25 feet; thence North 70°51’54” East a distance of 196.18 feet to the true point of beginning of this line description; thence North 84°13’42” East a distance of 294.43 feet.”; also

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 1, Section 32, Township 24 North, Range 5 East, W. M., King County, Washington, bounded on the North and South by the North and South lines of said Government Lot 1; also,

That certain 100.0 foot wide Branch Line right of way, upon, over and across Government Lot 2, Section 32, and Government Lots 3 and 4 Section 31, all in Township 24 North, Range 5 East, W. M., King County, Washington, as described in Deed dated September 8, 1903 from Lake Washington Belt Line Company to Northern Pacific Railway Company, recorded in Volume 386 of Deeds, Page 147, records of King County, Washington. **EXCEPTING THEREFROM**, that certain tract of land described in deed dated September 14, 2001 from The Burlington Northern and Santa Fe Railway Company to Barbee Forest Products, Inc., **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in deed dated March 23, 1936 from Northern Pacific Railway Company to Frank Walloch, lying within said Government Lot 2, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated May 8, 1990 from Burlington Northern Railroad Company to (b) (6) and (b) (6) recorded as document 9005101552, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated March 19, 1992 from Burlington Northern Railroad Company to (b) (6) also, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 1, 1937 from Northern Pacific Railway Company to (b) (6), **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated February 28, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 20, 1999 as Document Number 9904210268, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 26, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000619, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 5, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000620, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000618, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000621, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 24, 1998 as Document Number 20001030000428, records of King County, Washington; also,

That certain tract of land described in deed dated March 17, 1904 from The Lake Washington Land Company to Northern Pacific Railway Company, situated in Lot 3, Section 31, Township 24 North, Range 5 East, W. M., King County, Washington, said tract being described in said deed for reference as follows:

"All that portion of said Lot three (3) lying between the eastern line of the right of way of the Northern Pacific Railway Company over and across said lot and a line drawn parallel with and twelve and one-half (12-1/2) feet distant easterly from the center line of said Seattle Belt Line Branch of the Northern Pacific Company as the same is now temporarily located and constructed over and across said lot, and containing on-fourth of an acre, more or less ..." **EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated February 28, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 20, 1999 as Document Number 9904210268, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 26, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000619, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 5, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000620, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000618, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000621, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 24, 1998 as Document Number 20001030000428, records of King County, Washington; also,

That portion of said Railway Company's property situated in Government Lot 1, Section 6, Township 23 North, Range 5 East, W. M., King County, Washington, lying Southwesterly of a line parallel with and distant 50.0 feet Northeasterly from, measured at right angles to said Railway Company's Branch Line Main Track centerline as originally located and constructed, and Northeasterly of the Southwesterly boundary of that certain 100 foot strip described in Judgment and decree of Appropriation, No. 40536, dated February 8, 1904 in the Superior Court of the State of Washington in and for the County of King, bounded on the North by the North line of said Lot 1, Section 6, and bounded on the South by a line radial to said Railway Company's Main Track centerline, as now located and constructed at a point distant 65.5 feet Northwesterly of the East line of said Lot 1, Section 6, as measured along said Main Track centerline

**EXHIBIT B**  
**COVENANTS**

Section 6. Condition of Property.

(a) Port and County have been, or by Closing will have been, allowed to make an inspection of the Property. Subject to BNSF's express representations, warranties and obligations under this Agreement and the Deed, **PORT AND COUNTY ARE PURCHASING THEIR INTERESTS IN THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, ARE NOT RELYING ON, AND HEREBY WAIVE ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM BNSF WITH RESPECT TO ANY MATTERS CONCERNING THE PROPERTY** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, or under the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the Third Party Leases/Licenses permits, orders, or other agreements, affecting the Property (collectively, the **"Condition of the Property"**).

(b) Port and County individually represent and warrant for itself to BNSF that except for BNSF's express representations, warranties and obligations under this Agreement and the Deed, Port and County each has not relied and will not rely on, and BNSF is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by BNSF, the manager of the Property, or any real estate broker or agent representing or purporting to represent BNSF, to whomever made or given, directly or indirectly, orally or in writing.

(c) Subject to BNSF's express representations, warranties and obligations under this Agreement and the Deed Port and County assume the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Port's or County's inspection and except to the extent of BNSF's express representations, warranties and obligations under this Agreement and the Deed, Port and County each waives, releases and discharges forever BNSF and BNSF's officers, directors, shareholders, employees and agents (collectively, **"BNSF Parties"**) from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, **"Losses"**), which Port or County might have asserted or alleged against BNSF Parties arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Losses for injury or death of any person, and (c) Losses arising under any Environmental Law enacted after transfer. The term **"Environmental Law"** means any federal, state or local statute, regulation, code, rule, ordinance, order,

judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Model Toxics Control Act, the Water Pollution Control Act, laws concerning above ground or underground storage tanks, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

BNSF, Port and County acknowledge that the compensation to be paid to BNSF for the Property reflects that the Property is being conveyed subject to the provisions of this Section 6 which provisions shall be included in the deed and which shall be covenants running with the Land.

#### Section 7. Environmental Obligations.

(a) Consistent with Section 4.2 of this Agreement, if, prior to the expiration of the Review Period, the Port or County notifies BNSF in writing of an existing condition affecting the Property (an "**Identified Condition**") that is unacceptable to the Port or County, as determined by the Port and County in their respective sole and absolute discretion, and BNSF does not verify in writing by the earlier of: (i) fifteen (15) business days thereafter or the end of the Review Period, that such Condition is a condition that BNSF is obligated to Cure in a manner acceptable to the identifying Party pursuant to this Section 7, then the Port or County may terminate this Agreement and the South Agreement together, by written notice to BNSF in accordance with the provisions of Section 4.2 of this Agreement. If the Port or County timely notifies BNSF in writing of an Identified Condition, the Port, County and BNSF shall negotiate diligently and in good faith to reach agreement on Curing such condition. If the portion of the Property affected by an Identified Condition can be excluded from the sale without materially interfering with Port's and County's future use of the Property, as determined by the Port and County (as applicable) in their respective sole and absolute discretion, then BNSF may affect Cure prior to Closing by excluding such affected portion of the Property without any price adjustment and to the extent so excluded BNSF shall have satisfied its obligations under this Agreement to Cure the portion of the Property so excluded, provided, however, that any such Cure by exclusion must first be agreed to in writing by the Port (and County, if it relates to the Railbanked Portion.) If Port and County do not terminate this Agreement under Sections 4.2 and 7(a) and proceed to Closing, they shall not be deemed to have waived or released BNSF from any obligations to Cure set forth in Section 7(c), below.

(b) BNSF shall be responsible to investigate, remediate, respond to or otherwise cure (collectively, "**Cure**") as and when required by and in accordance with Environmental Laws any Identified Condition that concerns a release of Hazardous Substances on the Property occurring prior to the Closing or a violation of Environmental Laws concerning the Property occurring prior to the Closing to the extent that BNSF has agreed to Cure, and to the standards that BNSF has agreed to satisfy, in writing prior to the expiration of the Review Period. Notwithstanding the preceding sentence, BNSF shall not be responsible to Cure any such Identified Conditions to the extent Port or County or their respective agents, or contractors materially exacerbate such Identified Condition during construction performed by or for Port or County, excluding superficial or *de minimis* activity performed by Port or County. Further, BNSF shall not be responsible to Cure any Identified Condition that was not caused by BNSF or its agents, contractors or invitees. Port and County shall cooperate with BNSF in its efforts to Cure any Identified Condition concerning a release of Hazardous Substances on the Property.

(c) (i) For Hazardous Substances released on the Property that BNSF has not agreed to Cure prior to Closing, whether or not BNSF has been notified under Section 7 (a) that such releases are an Identified Condition, BNSF shall pay to the Port or County the costs to investigate, remediate, respond to

or otherwise cure (collectively "**Remediate**" or "**Remediation**") any such Hazardous Substance releases, or any violation of Environmental Laws prior to Closing, to the extent occurring as a result of the operations of BNSF or its corporate predecessors, or the agents, employees, invitees or contractors of BNSF or its corporate predecessors. BNSF shall pay to the Port or County such costs to Remediate as and when required by and in accordance with Environmental Laws to standards for the Property that the applicable regulatory agency would apply had the Property continued to be used as a freight railroad, and to standards for other affected properties that the applicable regulatory agency would apply for such properties. BNSF shall not be responsible for (1) any costs of Remediation to the extent the Port or County or their respective agents, contractors or invitees materially exacerbate the released Hazardous Substances during construction performed by or for Port or County (excluding superficial or *de minimis* activity performed by Port or County), or (2) any duplication of efforts by County or Port or their respective agents, contractors or invitees.

(ii) As among BNSF, Port and County, any Remediation for which this Section 7(c) applies would be carried out by the Port or County. BNSF shall cooperate with such Remediation.

(iii) The obligations of BNSF under this Section 7(c) apply only to Remediation ordered or approved by the applicable regulatory agency, provided that for Remediation approved by the applicable regulatory agency BNSF shall have agreed in writing to the Remediation prior to such approval, which agreement by BNSF shall not be unreasonably withheld, conditioned or delayed. The obligations of BNSF, Port and County under this Section 7(c) also apply regardless of which entity is issued an order by the applicable regulatory agency.

(d) Other than BNSF's obligations under this Section 7, as among BNSF, Port and County, Port and County will be responsible for the all other costs of Remediation of Hazardous Substances released on or from the Property or violations of Environmental Laws.

(e) The Section 7 obligations running from BNSF to the Port and County, and the Section 7 rights running to BNSF from the Port and the County, will be allocated as between the Port and County in the manner separately agreed to by the Port and the County.

(f) The provisions of this Section 7 shall be included in the Deed and shall run with the land.

## ASSIGNMENT OF THIRD PARTY LEASES/LICENSES AND OTHER CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF THIRD PARTY LEASES/LICENSES (this "Assignment") is entered into as of December 18, 2009, by BNSF RAILWAY COMPANY ("Assignor") and PORT OF SEATTLE ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to that certain Donation Agreement (Woodinville Subdivision – South Rail Line) dated as of May 12, 2008 as amended (the "Agreement"), pursuant to which Assignee has agreed to purchase and Assignor has agreed to sell certain real property (the "Property").

B. Assignor is a party to the Third Party Leases/Licenses as described in the Agreement.

C. Assignor wishes to assign, and Assignee wishes to assume, all of Assignor's right, title and interest in and to the Third Party Leases/Licenses excluding all Fiber Optic Agreements (collectively, the "Assigned Agreements"). It is the intent of the parties that their respective rights and obligations under the Fiber Optic Agreements as they relate to the Property shall be governed by applicable law and the parties do not intend to modify the operation of law with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, and Assignee hereby agree as follows:

- 1 **Assignment.** To the extent assignable, Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor's right, title and interest in and under the Assigned Agreements subject to the following sentences of this Section. To the extent any Assigned Agreement relates to other property owned by Assignor ("**Other Property**") then the foregoing assignment shall only apply as to the Property and not apply as to Other Property. For Assigned Agreements that relate to more than just the Property, Assignee shall not be entitled to any rent or proration of rent thereunder.
- 2 **Assumption; Succession.** To the extent assigned as set forth above, Assignee hereby assumes all of Assignor's duties and obligations under the Assigned Agreements arising and accruing from and after the date of this Assignment and Assignee succeeds to the interests of Assignor under the Assigned Agreements. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims of any kind or nature arising from or related to such Assigned Agreements on or after the date hereof. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all claims of any kind or nature arising from or related to such Assigned Agreements prior to the date hereof.
- 3 **Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.
- 4 **Governing Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 5 **Execution in Counterparts.** This Assignment may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

The parties hereto have executed this Assignment as of the date first written above.

BNSF RAILWAY COMPANY

By: Richard E. Weicher  
Name: Richard E. Weicher  
Title: Vice President & General Counsel - Regulatory

PORT OF SEATTLE

By: Tay Yoshitani  
Name: Tay Yoshitani  
Title: Chief Executive Officer

## **INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE PORT OF SEATTLE REGARDING EASTSIDE RAIL CORRIDOR**

This Agreement is hereby entered into by King County, a home rule charter County and political subdivision of the State of Washington (the "County"), and the Port of Seattle, a municipal corporation of the State of Washington (the "Port").

WHEREAS, the Port and County are entering into a purchase and sale agreement and a donation agreement ("Acquisition Agreements") with the BNSF Railway Co. ("BNSF") to acquire the Eastside Rail Corridor ("Subdivision"), which is a railroad corridor that includes a portion of the Woodinville Subdivision extending north approximately from mile post 5.0 in Renton, Washington to and including the railroad bridge at milepost 38.4 in Snohomish County, Washington, and a portion of the Redmond Spur extending approximately from milepost 0.0 in Woodinville south to milepost 7.3 in Redmond;

WHEREAS, at closing the Port will acquire a portion of the Subdivision subject to continuing freight railroad service (the "Freight Property"), and will acquire a portion of the Subdivision in railbanked status (the "Property"). The Freight Property is located in the Woodinville Subdivision between milepost 23.8 and milepost 38.4 in Snohomish County. The Property is located in the Woodinville Subdivision between milepost 23.8 and approximately mile post 5.0, and within the Redmond Spur between mile post 0.0 and mile post 7.3;

WHEREAS, the County has performed substantial negotiations with BNSF and due diligence regarding the Subdivision, which work is of significant benefit to the Port for its acquisition of the Subdivision;

WHEREAS, the Parties desire to convert the Property to public uses, including trail uses, following the acquisition of the Subdivision by the Port pursuant to and in accordance with 49 C.F.R. 1152.29 and Section 8(d) of the National Trails System Act (also known as the "Rails-to-Trails Act"), 16 U.S.C. 1247(d) (collectively, and as any of the foregoing may hereafter be amended or interpreted by binding judicial or administrative authority, the "Railbanking Legislation");

WHEREAS, the Port desires the County to be the Interim Trail User for the Property because the County has substantial expertise and experience in acquiring, developing, maintaining and operating public trails, and the County is willing to assume this responsibility so long as it has sufficient rights to the Property to serve as the Interim Trail User and develop, maintain and operate a public trail thereon;

WHEREAS, the Parties intend that the Property will be put to use for regional recreational trail and for other public transportation use, including but not limited to rail or other transportation purposes other than interstate freight service ("Transportation Use"), and that the intended trail use will not prevent Transportation Use on the Property, but rather will be designed and developed to accommodate Transportation Use on the Property;

WHEREAS, the Parties acknowledge and agree that any railbanking, trail use or other public purpose proposed for the Property will be subject to the authorization and jurisdiction of the Surface Transportation Board ("STB" or the "Board"). STB authorization for the intended railbanking will be obtained upon the issuance of a Notice of Interim Trail Use ("NITU") in accordance with the Board's applicable rules and procedures;

WHEREAS, to facilitate the role of the County as the Interim Trail User, the County is a party to the Acquisition Agreements for the limited purpose of securing its rights to the Property by contributing to the purchase price, acquiring a Public Multipurpose Easement (defined below) from the Port on the Property at closing, and obtaining the same rights and obligations under the Acquisition Agreements with BNSF related to the inspections, title, representations, warranties, condition of property, environmental matters, contingencies, and remedies with regard to the Public Multipurpose Easement on the Property as the County would have were it to obtain the Easement directly from BNSF under the Agreements;

WHEREAS, the Parties agree that it may be in the public interest for the County to acquire directly from BNSF certain segments of the Property at closing through a partial assignment to the County of the Port's rights and obligations in the Acquisition Agreements with BNSF;

WHEREAS, the Parties agree that if after closing the Port in good faith determines to transfer any or all of the Subdivision, that the County and other appropriate public agencies in the state should have the first opportunity to acquire such property;

WHEREAS, the Parties agree that acquisition of the Property is of substantial benefit to the region, that the Port and the County will jointly carry out a formal, multi-agency process ("Regional Process") to plan and recommend appropriate uses of the Property, and that the existing rails will be kept in place while the Regional Process considers the appropriate uses of the Property; and

WHEREAS, the parties are each authorized to enter into this Agreement pursuant to RCW 39.34 (the Interlocal Cooperation Act), RCW 39.33 (Intergovernmental Disposition of Property) and Article 11 of the Washington State Constitution.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties as follows:

1. Purpose of the Agreement and relationship to Acquisition Agreements.

1.1 The purpose of this Agreement is to facilitate the acquisition, planning, development, maintenance and operation of the Subdivision for the benefit of the public, and to coordinate between the Port and the County implementation of the Acquisition Agreements.

1.2 Unless otherwise indicated, all terms used herein are defined as in the Acquisition Agreements.

2. King County and Port to Provide Negotiation and Due Diligence Materials.

2.1 The County will promptly provide to the Port copies of the following materials that have resulted from the County's significant negotiation and due diligence activities:

2.1.1 Preliminary title commitments;

2.1.2 The County's reviews of the preliminary title commitments to the extent such reviews are completed;

2.1.3 Maps and documents prepared by Pacific Northwest Title;

2.1.4 One set of GIS aerial photographs of the Subdivision prepared by the County;

2.1.5 Track maps provided from BNSF to the County;

2.1.6 One set of value section maps provided from BNSF to the County;

2.1.7 All written materials provided to the County by RL Banks and Associates;

2.1.8 The completed appraisal of the Subdivision prepared for the County by Allen Brackett Shedd Real Estate Appraisers; and

2.1.9 The completed Screening Level Environmental Review of the Subdivision prepared for the County by Camp Dresser & McKee, Inc. ("CDM"), the associated materials provided with the Review, and any follow-up materials provided by CDM.

2.2 All materials will be provided by the County in AS IS condition, with no representation or warranty as to the accuracy or completeness of the contents of the materials.

2.3 The Port will pay the County \$500,000 for these materials at Closing.

2.4 Upon request of the County, Port will promptly provide to the County copies of materials in its possession that are comparable in nature and subject matter to the materials to be provided by the County under Section 2.1 of this Agreement and Port will receive from County reasonable compensation for such materials to be mutually agreed to by Port and County. All such materials will be provided by the Port in AS IS condition, with no representation or warranty as to the accuracy or completeness of the contents of the materials.

2.5 Under this Section 2, neither Party shall be obligated to provide any materials to the other that are attorney-client or attorney work product materials.

3. Obligations of the Port and the County relating to the Acquisition Agreements.

3.1 The County shall be the Interim Trail User under 49 C.F.R. 1152.29 and 16 U.S.C. 1247(d) for the Property, and in doing so shall assume the following obligations regarding the Property in the manner required by the Statement of Willingness to Assume Financial

Responsibility required as a condition precedent to the issuance of a NITU (the "SWAFR") in accordance with the Railbanking Legislation: (i) all responsibility for the management of the Property; (ii) all responsibility for all legal liabilities arising out of or relating to the transfer, use, possession, management, operation or control of the Property; and (iii) all other obligations arising under the NITU, the SWAFR, and/or the Railbanking Legislation as it applies to the Property (together "Railbanking Obligations").

3.2 Consistent with Section 8.1 of the Acquisition Agreements, BNSF will file a request with the STB for authorization to abandon the Property, and the County shall timely take the steps necessary to apply to the STB to become the Interim Trail User for the Property and to receive the reactivation rights at Closing, including the SWAFR, and shall at Closing and after STB approval execute a Trail Use Agreement with BNSF that includes transfer to the County of the reactivation rights for the Property.

3.3 Consistent with Section 9.2 of the Acquisition Agreements, the Port shall at Closing grant the County a Public Multipurpose Easement over the Property ("Easement") in substantially the form attached to hereto and incorporated herein as Exhibit A. The terms of the Easement shall be enforceable as a matter of contract under this Agreement, and as binding easement obligations running with the land.

3.4 Consistent with Section 2 of the Acquisition Agreements the County shall pay the Port \$1,903,000 at Closing for the Easement.

3.5 The County and Port shall participate in the implementation of the Acquisition Agreements according to their respective interests therein and in cooperation with one another. Each Party shall, upon request, share with the other, all materials concerning the Property provided to it by BNSF. Such materials will be provided in AS IS condition, with no representation or warranty as to the accuracy or completeness of the contents of the materials. Each Party shall have the right to participate in all discussions and negotiations with BNSF concerning or affecting the Property.

3.6 With regard to Section 4.3 of the Acquisition Agreements concerning the Title/Survey Inspection for the Property, the Port, with the agreement of the County, shall give timely joint notice of any objections to title, which notice shall include any objections raised by either Party.

3.7 With regard to Section 10.1 of the Acquisition Agreements concerning Port or County's default, in the event of a material default where BNSF elects to terminate the Acquisition Agreements and retain \$5,000,000 (five million dollars) of Earnest Money, Port shall be responsible for such damages if it causes such breach, County shall be responsible for such damages if it causes such breach, and if both Port and County cause such breach, each shall be responsible for damages based on each Party's relative contribution to such breach.

3.8 With regard to Section 10.2 of the Acquisition Agreements concerning BNSF's default, in the event of a material default by BNSF the Port and the County will cooperate in good faith to make a joint determination and provide notice to BNSF as to their remedy election.

If both Port and County desire to obtain specific performance of BNSF's obligations under the Acquisition Agreements, then the Parties shall together elect to obtain specific performance under Section 10.2 of the Acquisition Agreements, and each Party shall bear its own expenses to pursue such remedy. If Port desires to obtain specific performance of BNSF's obligations under the Acquisition Agreements and the County does not, then the Parties shall together elect to obtain specific performance under Section 10.2 of the Acquisition Agreements and the County shall if requested in writing by the Port participate in and support any effort to obtain specific performance, provided the Port shall pay and/or reimburse all costs and liabilities, including legal fees and expert fees, of such effort or that may result from such effort, both on behalf of itself and the County. If County desires to obtain specific performance of BNSF's obligations under the Acquisition Agreements and the Port does not, then the Parties shall together elect to terminate the Acquisition Agreements under Section 10.2 of the Acquisition Agreements.

3.9 The County shall have the right to enforce directly against BNSF the terms of the Acquisition Agreements for the Property, including without limitation issues that relate to title, condition of the property, and environmental matters. The Port may also seek to enforce the terms of the Acquisition Agreements for the Property. To the extent that both Parties seek to enforce those terms, the Port and the County shall cooperate with one another to do so, and with regard to the liability of the Port and the County on one hand and BNSF on the other hand, the Port and County will allocate liability between themselves pursuant to this Agreement and the Easement.

#### 4. Rights and Obligations of the Port and the County Regarding the Property; Planning Period.

4.1. The rights and obligations of the Port and the County regarding the Property are set forth in detail in the Easement.

##### 4.2 Planning Period.

The rights and obligations of the Parties in the Easement shall be supplemented by this Agreement as to the limited period of time between the execution of this Agreement and the joint determination of the Parties under Section 2.1.1 of the Easement. This period of time shall be referred to as the Planning Period.

4.2.1 Prior to Closing the Port and the County will jointly decide what capital improvements, such as fencing, barriers or signage, if any, are initially needed to address safety concerns on the Property. After Closing such capital improvements shall be carried out as set forth in Section 3.2.1 of the Easement.

4.2.2 During the Planning Period the Port and the County will not remove any existing rails on the Property.

4.2.3 During the Planning Period the County and Port may conduct surveys, mapping, geotechnical, environmental investigations or other similar activities ("Planning Activities") on any portion of the Property not subject to Transportation Use associated with the Regional Process, provided the Port shall provide the County written notice of any invasive

activities, and thereafter the Port and the County will coordinate the conduct of such activities. The County shall have the right to perform Planning Activities for any portion of the Property that is subject to Transportation Use during the Planning Period in coordination with the Transportation User.

5. Indemnification, Insurance and Hazardous Substances Liability.

Indemnification, insurance and hazardous substances liability issues related to the Property are as set forth in the Easement.

6. King County Right to Partial Assignment of Acquisition Agreements.

6.1 On or before 5:00 pm on July 1, 2008, Port may, subject to King County Council approval, assign to County all of its rights under the Acquisition Agreements to acquire the segment of the Property on the Woodinville Subdivision between approximately mile post 5.0 in Renton and mile post 11.8 in Bellevue at a point just north of the Wilburton Trestle, the Redmond Spur, or both, such that at closing the County would acquire ownership of such segments by paying to the Port a per-segment price to be determined by the appraisal by appraiser Murray Brackett of Allen Brackett Shedd Real Estate Appraisers referenced in Section 2.1.8 of this Agreement.

6.2 If the Port assigns to the County the right to purchase one or more segments of the Subdivision, then upon such assignment County shall assume all the rights and obligations of the Port vis-a-vis BNSF under the terms of the Acquisition Agreements as to such segments, and the provisions of this Agreement relating to the grant by the Port of the Easement shall not apply to any such segments.

7. Future Disposition of Subdivision.

7.1 King County Right of First Opportunity to Acquire.

After Closing, should the Port in good faith determine to offer or agree to transfer ownership of any or all of the Subdivision to any entity, the Port shall provide the County with one-hundred-twenty days notice of such determination and offer the County the right to purchase such property at an amount as determined by the appraisal prepared by appraiser Murray Brackett of Allen Brackett Shedd Real Estate Appraisers referenced in Section 2.1.8 of this Agreement, plus compounded annual interest from the date the Port acquired the Subdivision from BNSF at a rate equal to three percent per annum (the "Price"). If the County does not exercise the right to purchase such property within that period, the right to purchase such property in an amount no greater than the Price may be exercised within one hundred twenty days thereafter by any other public agency in the State authorized to provide transit, rail services or public trails. If no such agency exercises the right to purchase such property within that period, all rights of the County under this section as to that particular portion of the Subdivision shall immediately terminate, and the Port may transfer that particular portion of the Subdivision to any entity and on any terms it deems appropriate.

7.2 Railbanking Freight Property.

After Closing, should any entity seek to abandon or discontinue the obligations to provide freight common carrier service for any or all of the Freight Property, then Port and County shall cooperate to allow the County or another appropriate entity to seek a NITU or CITU in order to railbank such Property.

7.3 The rights and obligations in this Section 7 shall continue in full force and effect so long as the Port continues to own all or a portion of the Subdivision.

8. Regional Planning Process for BNSF Corridor.

The Port and the County will cooperate in good faith with one another to jointly carry out a formal, multi-agency process to plan and recommend appropriate uses of the Property.

9. Agreement Contingency.

This Agreement is contingent on Closing as required by the Acquisition Agreements. If the Acquisition Agreements are terminated without the Closing having occurred, this Agreement will terminate, except that it will continue in full force and effect as to any obligations or disputes that arose under the Acquisition Agreements or under this Agreement prior to or as part of such termination.

10. Duration.

This Agreement shall continue in effect so long as the Port owns all or a portion of the Property and the County is the Interim Trail User and holder of the Easement for all or a portion of the Property. If this Agreement expires under this Section 10, it will only be partially terminated. In such case, the Agreement will continue in full force and effect as to any obligations or disputes that arose prior to such expiration and it will continue in full force and effect as to the terms of Section 7.

11. Administration and Identification of Contacts.

This Agreement shall be administered by Rod Brandon, Director of Environmental Sustainability, Office of the King County Executive and Joe McWilliams, Managing Director, Real Estate and Property Management, which shall be contacted as follows:

County:

Office of the King County Executive  
701 Fifth Avenue, Suite 3210  
Seattle, WA 98104  
Attn: Rod Brandon, Director of Environmental Sustainability  
Fax No. 206-296-0194

Port:

Port of Seattle  
Real Estate and Property Management  
P.O. Box 1209  
Seattle, WA 98111  
Attn: Joe McWilliams, Managing Director  
Fax No. 206-728-3722

12. Dispute Resolution.

12.1 Any claim, dispute or other matter in question arising out of or related to this Agreement, including any inability of the Parties to make joint determinations as called for by this Agreement ("Disputes") shall be exclusively subject to the following alternative dispute resolution procedure as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the Parties.

12.2 The Parties shall negotiate in good faith and use their best efforts to resolve any Disputes that may develop under this Agreement. The Port's Chief Executive Officer (or his/her designee) and the King County Executive (or his/her designee) along with any staff or technical persons any of the Parties desire, shall meet within seven (7) days after written request from either party and attempt to resolve a Dispute. The Parties may agree to extend the time provided for in this Section for an additional seven (7) days.

12.3 If a Dispute is not resolved under the procedure set forth in Section 12.2, or within such additional time as the Parties mutually agree, then the Parties shall endeavor to resolve a Dispute by mediation with a mediator agreed to by the Parties. A Party shall submit a request for mediation in writing to the other Party. Mediation shall proceed in advance of legal or equitable proceedings. Any contractual or statutory deadlines as between the Parties, including without limitation statutes of limitation, shall be tolled pending mediation for a period of 60 (sixty) days from the date of the mediation request, unless tolled for a longer period by agreement of the parties. Final authority for settlement may be subject to the approval of the Parties respective legislative bodies.

12.4 The Parties shall not commence litigation on a Dispute unless the Dispute has been properly raised and considered in the above mediation procedure. The Parties shall share equally on the costs of the mediation. Any mediation under this Agreement shall be held in King County, Washington. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12.5 If Port or County reasonably determine that circumstances require immediate action to prevent or mitigate significant damage to or loss of the Property, then such Party may pursue any immediate remedy available at law or in equity without having to follow these alternative dispute resolution procedures in this Section, and then pursue such alternative dispute resolution procedures.

12.6 This Section 12 shall not apply to any dispute between the Parties that also relates to a dispute with BNSF.

13. General Terms and Conditions.

13.1 Headings. The headings in this Agreement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of this Agreement.

13.2 Neutral Authorship. Each party has been represented by counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

13.3 Records, Audits, and Inspections. During the term of this Agreement, each party's books, records and other materials related to any matters covered by this Agreement and not otherwise privileged shall be subject to inspection, review, and/or audit by the other party at the inspecting party's sole expense. Such books, records and other materials shall be made available for inspection during regular business hours within a reasonable time of the request.

13.4 Assignment. Neither party may assign its rights under this Agreement or any interest therein without the other party's prior written approval.

13.5 Governing Law; Jurisdiction and Venue; Attorneys' Fees. The laws of the State of Washington shall govern the interpretation and enforcement of this Agreement. The parties agree that the Superior Court in King County, Washington, shall be the sole and exclusive venue for any action or legal proceeding for an alleged breach of any of the terms and conditions set forth herein, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either party; and the parties hereby agree to submit to the personal jurisdiction of said court. If either party brings such an action or legal proceeding, the prevailing party shall be entitled to recover from the non-prevailing party, as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs, including those incurred upon appeal, as may be fixed by the court.

13.6 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable unless striking such provision materially alters the intention of the parties. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13.7 Non-Waiver. The failure of either party to enforce any provision of this

Agreement shall not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Agreement.

13.8 Entire Agreement; Relation to Easement and Acquisition Agreements. This Agreement, the Acquisition Agreements and the Easement set forth the entire agreement between the Parties with respect to the subject matter hereof, and are intended by the Parties to be read in harmony with one another. There are no understandings or agreements between the parties respecting the subject matter hereof, written or oral, other than as set forth in those documents. If, however, there is any conflict between this Agreement and the Easement, the Easement shall control. And if there is any conflict between this Agreement and the Acquisition Agreements, this Agreement shall control. This Agreement may be amended by the mutual written agreement of the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

KING COUNTY

  
\_\_\_\_\_  
Ron Sims  
King County Executive

May 12, 2008  
Dated

Approved as to Form:

By: Pete Ravel  
\_\_\_\_\_  
Senior Deputy Prosecuting Attorney

5 / 12 / 08  
Dated

PORT OF SEATTLE

  
\_\_\_\_\_  
Tay Yoshitani  
Port of Seattle Chief Executive Officer

5 / 12 / 08  
Dated

Approved as to Form:

By: W. [Signature]  
\_\_\_\_\_  
General Counsel

5 / 12 / 2008  
Dated

Recording Requested By And  
When Recorded Return to:

**Exhibit A to Interlocal**

King County

Seattle, WA

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**PUBLIC MULTIPURPOSE EASEMENT**

Grantor: Port of Seattle

Grantee: King County

Legal Description (abbreviated): \_\_\_\_\_, Additional legal(s) on Page \_\_\_\_.

Assessor's Tax Parcel ID# \_\_\_\_\_.

Reference Nos. Of Documents Released or Assigned: \_\_\_\_\_.

Project [Area]: \_\_\_\_\_.

Parcel [#]: \_\_\_\_\_.

This easement is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the PORT OF SEATTLE a Washington State municipal corporation ("Grantor"), to KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("Grantee").

**W I T N E S S E T H**

**RECITALS**

1. Grantor and Grantee executed a Purchase and Sale Agreement and Donation Agreement ("Acquisition Agreements") with BNSF Railway Company ("BNSF"), by and through which BNSF agreed to convey a rail corridor with rails in place, known as the Woodinville Subdivision ("Subdivision"), to Grantor. In the Acquisition Agreements, Grantee received a right of first opportunity to purchase portions of the Subdivision from Grantor.
2. Grantee has been approved as an Interim Trail User by the Surface Transportation Board ("STB") for the purpose of "railbanking" the Property, and Grantee is accordingly subject to certain legal obligations related to the Property, which are referred to herein as the "Railbanking Obligations." The Railbanking Obligations consist of those obligations imposed through Section 8(d) of the National Trails System Act, also known as the Rails-to-Trails Act, 16 U.S.C. 1247(d), and 49 C.F.R. 1152.29 (collectively, and as any of the foregoing may hereafter be amended or interpreted by binding judicial or administrative authority, the "Railbanking Legislation"), the Notice of Interim Trail Use ("NITU") for the Property issued by the STB; the Trail Use Agreement ("TUA") entered into between BNSF and Grantee for the Property under which Grantee agrees to accept, exercise, and fulfill all

of the legal rights, duties, and obligations of an Interim Trail User, and the Statement of Willingness to Accept Financial Responsibility ("SWAFR"). Under the TUA, Grantee has also received BNSF's rail service reactivation rights and/or obligations for the Property as approved by the STB.

3. Grantor desires Grantee to be the Interim Trail User for the Property because Grantee has substantial expertise and experience in acquiring, developing, maintaining and operating public trails, and Grantee is willing to assume this responsibility so long as it has sufficient rights to the Property to serve as the Interim Trail User for purposes of the Railbanking Legislation.
4. Prior to the closing on the Acquisition Agreements ("Closing"), Grantor and Grantee separately entered into an Interlocal Agreement ("Interlocal") regarding their mutual rights and obligations concerning the Property. The Interlocal is premised on the Parties' intent that the Property be used for regional recreational trail and other transportation purposes, including but not limited to rail or other transportation purposes other than interstate freight service ("Transportation Use").
5. It is anticipated that such Transportation Use will be carried out by a Third Party Operator ("TPO") with rights granted by separate agreement affecting or relating to the Property ("TPO Agreements").
6. The Parties intend that if interstate freight service should be reactivated in the future, such service should be able to be integrated with and not necessarily displace the Parties' intended regional trail and Transportation Uses.
7. The Parties agree that acquisition of the Property is of substantial benefit to the region because of its potential for use for regional recreational trail use and Transportation Use, and therefore the Interlocal includes a binding commitment to undertake a formal, multi-agency process to plan and recommend appropriate uses of the Property ("Regional Process").
8. Grantor and Grantee intend that the development of a public trail authorized by this Easement will not prevent Transportation Uses on the Property, but rather will be designed and developed to accommodate Transportation Uses.

NOW, THEREFORE, the PORT OF SEATTLE and KING COUNTY, in consideration of each other's duties and obligations under this Easement, the Acquisition Agreements, the TUA, and the Interlocal, and all of them, and in exchange for the other good and valuable consideration described therein, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

## TERMS AND CONDITIONS

### 1. Overview of Grantee's Easement Rights

Grantor grants to Grantee, its successors and assigns, a non-exclusive, perpetual easement ("Easement") over, under, through, along and across certain parcels of land situated in King County, Washington, as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property") solely for the following purposes:

1.1 To develop, operate, maintain, repair and improve a public hard- and/or soft-surface regional trail for public pedestrian, bicycle, or other non-motorized uses ("Trail") over a portion of the Property to be designated by Grantor and Grantee in a future amendment to this Easement ("Trail Area"), in accordance with Section 2.1.1 below; and

1.2 To carry out Grantee's Railbanking Obligations over the full width and length of the Property.

1.3 Grantee's Easement rights shall be subject to all preexisting fully executed recorded or unrecorded easements, leases, permits, franchises, occupancy agreements, licenses or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to the Property in favor of Puget Sound Energy for facilities/utilities that are physically located on or in the Property at the time this Easement is granted ("PSE Instruments"). If any such PSE Instruments are renewed or extended, such renewal or extension shall be subject to this Easement.

1.4. Any TPO Agreement shall be subject to this Easement.

### 2. Grantee's Trail Use Rights

This Easement gives Grantee the right to, at Grantee's sole cost and expense, develop, operate, maintain, repair and improve a Trail upon commencement of "Trail Development". For purposes of this Easement, "Trail Development" means the initial construction or any substantial re-construction of a Trail. Trail Development shall commence on the date that Grantee specifies to Grantor, in writing, as the date for breaking ground in a particular, identified segment of the Trail Area. In the event Grantee fails to break ground within five (5) days of the specified date, Trail Development shall not be deemed to have commenced until Grantee provides a new date in writing to Grantor, *provided*, if Grantee has broken ground in a segment in accordance with the requirements of Section 2.1.7 but without having provided Grantor written notice of the date, Grantee may cure the lack of notice at any time for such segment such that Trail Development shall be deemed to have commenced for such segment on the date Grantee broke ground as determined by Grantee's construction contracts.

## **2.1 Scope of Trail Use Upon Commencement of Trail Development**

**2.1.1** Grantor and Grantee will jointly determine, after the completion of and in consideration of the recommendations of the Regional Process, the appropriate location and size of the Trail Area. Grantee may initiate negotiation of the joint determination through written notice to Grantor no sooner than the earlier of the completion of the Regional Process or one (1) year after Closing. Thereafter the Parties shall negotiate in a good faith and reasonable manner to reach agreement. The joint determination shall be made within eighteen (18) months after the initiation of negotiation. If the joint determination is not made within that time, either Party may start Dispute Resolution under Section 4.3. After the joint determination as to the location and size of the Trail Area is made, Grantor and Grantee shall amend this Easement to incorporate a legal description of the Trail Area, and if thereafter the Trail Area is moved consistent with the terms of this Easement, Grantor and Grantee will further amend this Easement to incorporate a revised legal description of the Trail Area. Grantor and Grantee agree that under generally applicable trail development standards for regional trails, the Trail Area will generally range from 10 feet in width to 30 feet in width depending on the Parties' joint determination as to the uses to be undertaken on the Property, and the physical constraints of the Property. The Parties acknowledge that the Trail Area could be wider than 10 to 30 feet in width where additional width is needed to accommodate all necessary slopes for cuts and fills for the Trail; to install abutments, pilings, or other structural elements of trail bridges or tunnels; to allow grade or other physical separation of the Trail and any active rail lines on the Property; or to install storm water drainage or detention facilities or other facilities required by a permitting agency in support of or as mitigation for the Trail. Grantor and Grantee further agree that the location and size of the Trail Area will accommodate, and not prevent, future Transportation Use of the Property.

**2.1.2** At the conclusion of the earlier of the joint determination process or the eighteen (18) month period for negotiating the joint determination as set forth in Section 2.1.1 herein, and prior to commencement of Trail Development but no later than five (5) years after Closing, Grantee may at its sole discretion elect not to proceed with Trail Development and may take action to terminate this agreement and request STB approval to transfer or terminate Grantee's Interim Trail User status and Railbanking Obligations on one-hundred and twenty (120) days written notice to Grantor. In the event of such notice, Grantor may engage a substitute Interim Trail User consistent with all current and future STB requirements, and Grantee shall cooperate fully and as necessary to support such effort. If Grantee fails to exercise this option to terminate within the earlier of five (5) years after Closing or prior to Trail Development, the Grantee's option to terminate under this Section 2.1.2 is forever waived without further action by either party. Upon approval by the STB of the transfer of Grantee's Interim Trail User status and Railbanking Obligations or the termination of Grantee's Interim Trail User status and Railbanking Obligations, the Easement shall, at Grantor's written option, be assigned to a replacement Interim Trail User or terminated. Upon such assignment or termination, Grantor shall pay Grantee for its Easement rights in the amount of \$1,903,000.

**2.1.3** Grantor and Grantee will jointly determine, after completion of and in consideration of the Regional Process, the appropriate timeline for the development of the Trail. Grantee may develop the Trail in phases. At the time jointly determined by Grantor and Grantee, but no later than five (5) years after Closing, Grantee shall have the right to commence Trail Development in the Trail Area as to any segment of the Trail Area for which Grantee notifies Grantor in accordance with Section 2 above.

**2.1.4** Grantee shall have the right to use the Trail Area for all purposes necessary or incidental to Grantee's installation, construction, ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal and enhancement of a Trail, including, but not limited to, the rights of ingress and egress across the surface of the Property, *provided*, such ingress and egress shall not interfere with any Transportation Use on the Property, if any; the right to use motorized vehicles for the improvement, construction, alteration, repair, maintenance and operation of a Trail and for emergency purposes; the right to install, construct, operate, maintain, modify, repair, replace, improve, remove and use the Trail Area for any Trail-related purposes as Grantee may now or hereafter deem appropriate, including the addition, removal or replacement of Trail improvements at Grantee's election, either in whole or in part with either like or different improvements. All Trail-related improvements of any kind that are now or hereafter acquired, constructed or installed by Grantee, at Grantee's sole cost and expense within the Trail Area shall be and shall at all times remain the property of Grantee.

**2.1.5** Grantee's rights under this Easement include the further right to temporarily stage equipment and material on the Property in and around the Trail Area as reasonably necessary to construct, operate, maintain, improve, or remove the Trail, *provided*, such temporary staging shall not interfere with any Transportation Use on the Property, if any; *and further provided*, that Grantee shall not commence such temporary staging on the Property until Grantee has prepared a restoration plan for the affected portions of the Property, the surface of which shall be restored, at Grantee's sole cost and expense, as nearly as possible to the condition in which it existed prior to construction, or to such other condition as the Grantor and Grantee may agree.

**2.1.6** Grantee may construct, operate, and maintain Trail crossings over, under, or across any railroad tracks or other transportation facilities on the Property, *provided* that such crossings shall be consistent with applicable law, trail or crossing design standards and shall not interfere with any Transportation Uses on the Property, and *provided further* that Grantee shall be responsible for performing and paying for Custodial Activities as defined in this Easement as to any of the crossing improvements, but not to the railroad tracks or other transportation facilities in the area of the crossing.

**2.1.7** At least ninety (90) days prior to the commencement of any Trail Development or any other activity related to Trail Development, Grantee shall provide Grantor with (i) a copy of all plans and specifications for such proposed Trail Development and (ii) a plan for coordinating the proposed Trail Development with any then current or reasonably foreseeable Transportation Uses or other uses by Grantor on the Property. Grantee shall not commence any such Trail Development construction, work or activity

unless and until Grantor agrees in writing to the proposal, which shall not be unreasonably withheld, conditioned or delayed.

**2.1.8** Grantee shall, at its sole cost and expense, comply with all stormwater requirements for Trail Development to the extent any such requirements are applicable to Grantee's Trail Development, including, but not limited to: (i) Grantee shall be the sole applicant for any Washington State construction stormwater general permit for Trail Development, and shall be liable for any fines or other liability that derives from non-compliance with any such permit; (ii) Grantee shall be the applicant for any construction stormwater permits for Trail Development required by any local jurisdiction that the Property is located in, and shall be responsible for any costs associated with drainage review by any such local jurisdiction; (iii) Grantee shall perform its own drainage reviews and pay all drainage review fees required under King County Code for Trail Development for sections of the Property located within Grantee's jurisdiction; (iv) Grantee shall have all maintenance obligations for any drainage facilities it constructs for Trail Development pursuant to this Easement; and (v) Grantee shall provide Grantor with copies of all correspondence between Grantee and Washington State or any local jurisdiction related to construction stormwater permits associated with Grantee's activities under this Easement.

**2.1.8.1** Grantee acknowledges and agrees that Grantor is bound under its Municipal Stormwater Permit ("Permit") and that the Property is subject to the Permit terms. Grantee agrees to cooperate with Grantor in Grantor's compliance of its obligations under the Permit including, but not limited to, Grantor's right to inspect the Property, map pipes on the Property, provide stormwater education and enforce Permit provisions.

## **2.2 Trail Use and Transportation Use of Property**

**2.2.1** Grantee understands, acknowledges, and agrees that Grantor or a TPO may undertake Transportation Use of the Property outside of the Trail Area. Outside of the Trail Area, and except as set forth in this Easement, Grantee shall not take any action on or in the Property to limit such Transportation Uses or to limit ingress and egress to any part of the Property for such Transportation Use, unless such action is specifically approved in writing by Grantor.

**2.2.2** If Grantor or any TPO is required, or may desire at any time, or from time to time to engage in any Transportation Use or to add to or to improve railroad infrastructure or other Transportation Use facilities in the Trail Area, or to change the grade or location of any railroad infrastructure or other Transportation Use facilities in the Trail Area (collectively "Transportation Infrastructure Change"), and such change would unreasonably interfere with Grantee's then existing or future development of the Trail Area, including but not limited to trail crossings of Transportation Use facilities in the Property in accordance with the rights granted under this Easement, or Grantee's then existing or future development of the Trail Area would interfere with the Transportation Use related to the Transportation Infrastructure Change, then Grantor or such TPO may make such change in its facilities in the Trail Area, and Grantor and Grantee will jointly determine a new Trail Area location to replace the affected portion of the Trail Area and any Trail or Trail-related

improvements. If Grantee elects to replace any Trail or Trail-related improvements in the relocated Trail Area, such replacement shall be at Grantee's sole cost. Any such relocation shall occur within the Property and any affected Trail Area shall be relocated in a location that is consistent with the standards in Section 2.1.1 and that is consistent with Grantee's Railbanking Obligations; *provided*, that if there is no reasonably practicable alternative for such relocation within the Property consistent with Section 2.1.1, then such relocation on the Property may be to standards less than required by Section 2.1.1 so long as the Parties make a good faith effort to allow for a Trail Area no less than ten feet in width and the relocation meets the minimum standards necessary to satisfy Grantee's Railbanking Obligations. Grantee may, at its sole cost, relocate any affected Trail or Trail-related improvements off the Property. At least one hundred twenty (120) days before Grantor may take any action that would require a joint determination under this Section 2.2.2, it shall initiate negotiation of such joint determination through written notice to Grantee accompanied by a detailed description of its proposed action. Thereafter the Parties shall negotiate in a good faith and reasonable manner to reach agreement. The joint determination shall be made within one hundred twenty (120) days after the initiation of negotiation. If the joint determination is not made within that time, either Party may start Dispute Resolution under Section 4.3 to make the joint determination of the new Trail Area location and to seek all available remedies, and Grantor or TPO may make such Transportation Infrastructure Change even if the joint determination has not been made. "Reasonably practicable" as used in this Easement shall mean capable of being implemented in a reliable and effective manner including consideration of cost. When considering cost, an alternative shall not be considered reasonably practicable if the incremental costs of the alternative are substantially disproportionate to the incremental degree of benefits provided by the alternative.

**2.2.3** If a portion of the Property is subject to Transportation Use when Grantee commences Trail Development within the Trail Area, then Grantee shall be responsible for installing barriers to separate such portion of the Property from the Trail Area. If Grantor or a TPO commences Transportation Use of a portion of the Property that is adjacent to a portion of Trail Area where Trail Development has commenced, then Grantor or TPO shall be responsible for installing barriers separating such portion of the Property from the Trail Area. Grantee and Grantor (or TPO if designated by Grantor) shall jointly determine the type and scope of barriers (e.g. jersey barriers, fencing, or grade separation) or other measures reasonably needed to separate the Trail Area from the Transportation Use, which barriers shall at a minimum meet any applicable regulatory standards; *provided*, that after initial barrier installation is completed, Grantee shall be responsible, at Grantee's sole cost and expense, to inspect, maintain and replace any barriers or other measures that will separate the Trail Area from the Transportation Use. Before either Party may take any action that would require a joint determination under this Section 2.2.3, it shall initiate negotiation of such joint determination through written notice to the other Party accompanied by a detailed description of the proposed barriers. Thereafter the Parties shall negotiate in a good faith and reasonable manner to reach agreement. The joint determination shall be made within ninety (90) days after the initiation of negotiation. If the joint determination is not made within that time, either Party may start Dispute Resolution under Section 4.3.

## **2.3. Grantor's Retained Rights to the Trail Area**

**2.3.1** Grantor retains the right to use and allow others to use the Trail Area in any manner that does not unreasonably interfere with Grantee's easement rights and is consistent with the terms of this Easement.

**2.3.2** Grantor may make improvements in the Trail Area, including surface or subsurface improvements that are not part of, and do not relate to, Grantee's Trail (collectively, "Other Improvements"), *provided*, that Grantor shall coordinate with Grantee to (i) prevent unreasonable interference with Grantee's Easement rights, (ii) ensure reasonable integration of the Trail and Transportation Uses on the Property, (iii) prevent any health or safety risk; (iv) avoid or minimize to the greatest practicable extent any disruption to Trail uses; and (v) restore the Trail Area to a condition substantially similar to that existing prior to the alteration. Such Other Improvements may not cause the Trail Area to be relocated.

**2.3.3** Grantee shall reasonably cooperate with PSE to site future PSE facilities authorized under PSE Instruments, or future fully executed instruments in which Grantor grants an interest in the Property to PSE, within the Trail Area if such facilities can reasonably collocate within the Trail Area with Grantee's Trail use.

**2.3.4** At least ninety (90) days prior to the commencement of any construction or substantial reconstruction of Other Improvements by Grantor in the Trail Area, Grantor shall provide Grantee with (i) a copy of all plans and specifications for such proposed Other Improvements and (ii) a plan for coordinating the proposed Other Improvements with Grantee's use of the Trail Area. Grantor shall not commence any such construction unless and until Grantee agrees in writing to the proposal, which shall not be unreasonably withheld, conditioned or delayed.

## **3. Railbanking Obligations On the Property**

This Easement gives Grantee the right to carry out all Railbanking Obligations, including Custodial Activities, over the full width and length of the Property.

### **3.1 Custodial Activities and Transportation Use**

**3.1.1** "Custodial Activities" are those activities that a Property owner would reasonably take to manage the Property in order to keep the Property in a physical condition suitable for its use, to maintain the physical integrity of the Property, to prevent health and safety hazards, and to manage public access in a manner appropriate for the Property's use, which may range from allowing public access to prohibiting such access, depending on circumstances. Custodial Activities include both "Routine Maintenance" and "Capital Improvements." "Routine Maintenance" includes, but is not limited to, inspecting the property, litter and garbage pick up, brush and hazardous tree trimming or removal, drainage maintenance or repair, and fencing or signage maintenance. "Capital Improvements" includes capital investments in the Property that go beyond Routine Maintenance, including, but not

limited to, the installation of fences, barriers, or signs, or the repair of a wash-out on the Property. Custodial Activities do not include any activities related to granting or managing easements, leases, permits, franchises, occupancy agreements, licenses or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to the Property, which activities shall be the sole responsibility of Grantor.

**3.1.2** A Transportation Use is undertaken when Grantor or a TPO begins to use the Property for the operation of a Transportation Use; and a Transportation Use is terminated when such use ceases and (a) the Grantor or a TPO notifies Grantee in writing that such use will not resume for a period of at least ninety (90) days, or (b) when Grantee notifies Grantor in writing that it has determined, in good faith and upon reasonable investigation, that such use will not resume for a period of at least ninety (90) days. Both Grantor and Grantee have a duty to notify each other as in subsections 3.1.2(a) and (b) if they become aware that Transportation Use has terminated.

**3.1.3** "Trail-Side Area" means an area between the Trail Area and the Property boundary that is not being used for Transportation Use.

### **3.2 Custodial Activities Performance and Cost Allocation**

Custodial Activities will be performed and paid for in the following manner depending on the uses present on the Property:

**3.2.1** In any portion of the Property where there Trail Development has not commenced and there is no Transportation Use, Grantee shall be responsible for performing all Custodial Activities. Grantor shall compensate Grantee for the actual cost and expense of performing Routine Maintenance. Should more than Routine Maintenance be needed to carry out Custodial Activities, Grantor and Grantee will jointly decide what Capital Improvements are needed to address any such conditions identified by Grantor or Grantee. Grantor will pay Grantee the actual cost and expense of carrying out such Capital Improvements. Grantee shall make such Capital Improvements. Either Party may initiate negotiation of a joint determination under this Section 3.2.1 through written notice to the other Party accompanied by a detailed description of the identified condition and proposed Capital Improvements. Thereafter the Parties shall negotiate in a good faith and reasonable manner to reach agreement. The joint determination shall be made within ninety (90) days after the initiation of negotiation. If the joint determination is not made within that time, either Party may start Dispute Resolution under Section 4.3. Either party may start Dispute Resolution earlier if circumstances require a shorter time to make a joint determination in order to prevent or mitigate significant damage to or loss of the Property.

**3.2.2** In any portion of the Property where Trail Development has commenced but there is no Transportation Use, Grantee shall be responsible for performing and paying for all Custodial Activities.

**3.2.3** In any portion of the Property where Trail Development has commenced and there is Transportation Use, Grantee shall be responsible for performing

and paying for all Custodial Activities inside the Trail Area, inside any Trail-Side Area, and inside any portion of the Property used by Grantee under Sections 2.1.5 of this Easement. Grantor or the TPO undertaking Transportation Use shall be responsible for performing and paying for all Custodial Activities on the remainder of such Property.

**3.2.4** In any portion of the Property where there is Transportation Use but Trail Development has not commenced, Grantor or the TPO undertaking Transportation Use shall be responsible for performing and paying for all Custodial Activities.

### **3.3 Cost Allocation Framework to be Implemented by Contract**

Grantor and Grantee shall separately contract to implement the cost allocation framework set forth in Section 3.2, and such contract may be revised from time to time as the Parties may agree.

### **3.4 Custodial Activities Following Termination of Transportation Use**

If and when Transportation Use is terminated on a segment of the Property consistent with Section 3.1.2 of this Easement, then Grantee shall resume performing Custodial Activities for such segment if requested to do so by Grantor in writing or if Grantee elects to do so in written notice to Grantor.

**3.5** The Property shall be subject to the Railbanking Obligations. In the event Grantee determines that it is no longer reasonably practicable to carry out Railbanking Obligation because of actions taken by Grantor or any other entity using or claiming ownership of the Property, then Grantee, after unsuccessfully engaging in the dispute resolution process pursuant to Sections 4.3.1 and 4.3.2, may notify the STB that Grantee will no longer serve as the Interim Trail User for all or a portion of the Property, and request that Grantee's Railbanking Obligations be extinguished as to the identified land pursuant to the Railbanking Legislation. If Grantee seeks extinguishment of its Railbanking Obligations as to all or a portion of the Property, Grantee shall, if requested by Grantor, cooperate to transfer, as to the identified land, its Interim Trail User status and its interest in this Easement to a replacement Interim Trail User. As to any portion of the Property for which Railbanking Obligations are terminated, Grantor or a replacement Interim Trail User may acquire from Grantee its Easement rights in exchange for an amount equal to a pro rata share of the County's payment \$1,903,000 to the Port for the Easement, plus compounded annual interest on that amount from the date of the grant of this Easement at a rate equal to three percent per annum.

**3.6** The Parties recognize and agree that a portion of the Property between milepost 10.6 and 11.25 ("Wilburton Segment") has not been subject to Interim Trail Use and the Railbanking Obligations, but rather was abandoned with the approval of the STB prior to Grantor's acquisition of the Property. The Wilburton Segment is a critical link in the maintenance of the remainder of the Property in compliance with the Railbanking Obligations. Therefore, the Wilburton Segment is subject to the terms of this Easement and shall be deemed to be and treated under this Easement as if it was subject to Interim Trail

Use and the Railbanking Obligations, including specifically, but without limitation, the requirement to keep ownership of the Wilburton Segment intact and available with the remainder of the Property for reactivated interstate freight rail service.

#### **4. Other Terms and Conditions.**

##### **4.1. Reactivation of Interstate Rail Service Under the Railbanking Legislation**

**4.1.1** Grantor and Grantee understand, acknowledge and agree that if the STB receives a request to use all or any portion of the Property for federally regulated interstate freight rail service, then Grantor and Grantee may each be required to, and will if so required, make available some or all of their respective interests in the Property to accommodate reactivated freight rail service.

**4.1.2** Grantor and Grantee agree that if the STB receives a request for approval to use the Property for reactivated freight rail service, then Grantor and Grantee will cooperate in order to cause the party making such request, including Grantor or Grantee if either makes the request, (a) to bear all costs to restore or improve the Property for reactivated freight rail service; (b) to bear responsibility to take all steps necessary before the STB and any other regulatory agency, governmental or quasi-governmental body having jurisdiction over such work, to cause the relevant NITU to be vacated; and (c) to compensate Grantor and Grantee for the fair market value of any and all of their respective rights or interests in the Property, or in improvements thereon that may be destroyed, lost, compromised, or otherwise reduced in value or function when the Property or any portion of it is put to use for reactivated freight rail service.

**4.1.3** Grantor will indemnify, hold harmless, and defend Grantee, its officers, employees, agents and contractors from all costs or liability arising out of or relating to Grantor's failure to make available its interests in the Property to accommodate reactivated freight rail service in compliance with the Railbanking Obligations.

**4.1.4** Grantee will indemnify, hold harmless, and defend Grantor, its officers, employees, agents and contractors from all costs or liability arising out of or relating to Grantee's failure to make available its interests in the Property to accommodate reactivated freight rail service in compliance with the Railbanking Obligations.

##### **4.2 Insurance, Indemnification, and Hazardous Substances**

###### **4.2.1 Grantee As Additional Insured for Transportation Use**

Grantor shall require any entity utilizing the Property for Transportation Uses to name Grantee as an additional insured on any insurance policy maintained by the entity or required under the applicable TPO Agreement.

###### **4.2.2 Indemnification by Grantor**

Without in any way limiting the provisions of Section 4.2.5, and subject to the provisions of Subsection of 4.2.3.1, Grantor will indemnify, hold harmless, and defend Grantee, its officers, employees, agents and contractors from all liability arising out of or relating to the transfer, condition, use, possession, management, operation, or control of the Property, including without limitation public access, the Custodial Activities, Transportation Uses, and challenges to Grantor's authority to acquire or own the Property.

#### **4.2.3 Indemnification by Grantee**

**4.2.3.1** Without in any way limiting the provisions of Section 4.2.5, Grantee will indemnify, hold harmless and defend Grantor, its officers, employees, agents and contractors from all liability arising out of or relating to Grantee's, its officers, employees, agents or contractors' negligence in the exercise of Grantee's rights and obligations under this Easement.

**4.2.3.2** Grantee agrees to defend, indemnify and hold Grantor harmless from any and all claims, causes of action, regulatory demands, changes in permits and/or regulatory requirements for the Property, liabilities, fines, penalties, losses, costs and expenses (including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from stormwater discharges caused by Grantee's exercise of its Trail rights and obligations on the Property under Section 2.1 of this Easement.

#### **4.2.4 Indemnification for Transportation Use**

Grantor shall require any entity utilizing the Property for rail-based or fixed guideway Transportation Uses to indemnify, hold harmless and defend Grantee from any and all obligations imposed by Railroad Unemployment Insurance Act (45 U.S.C.A. §§ 351 et seq.), Railroad Retirement Act (45 U.S.C. §231 et seq.), Railway Labor Act (45 U.S.C. Sec. 151 et. seq.), Federal Employers Liability Act (45 U.S.C. Sec 51 et. seq.), common carrier obligations pursuant to (49 U.S.C. Sec. 10101 et. seq.), and any Federal rail safety legislation, that arise from such Transportation Use of the Property.

#### **4.2.5 Hazardous Substances**

**4.2.5.1** The Parties are acquiring their respective interests in the Property through the Acquisition Agreements. Section 6 and 7 of the Acquisition Agreements spells out the obligations of BNSF, Grantor and Grantee with regard to Hazardous Substances and Environmental Laws. These Sections are also included within the Deed for the Property. Section 7(e) says that the Section 7 obligations running from BNSF to Grantor and Grantee, and the Section 7 rights running to BNSF from Grantor and Grantee, will be allocated as between Grantor and Grantee in the manner separately agreed to by Grantor and Grantee. The liability for Hazardous Substances generally and the allocation as between the Grantor and Grantee referenced in Section 7 shall be as follows:

**4.2.5.2** Grantor shall be responsible for the Remediation of, and shall indemnify, defend and hold harmless Grantee, its officers, employees, agents and contractors from all liability arising out of the discovery of Hazardous Substances released on the Property before or after Closing, and the Grantor shall be entitled to all rights running from BNSF under Section 7 and shall be subject to all obligations running to BNSF under Section 7, except that:

(a) Grantee shall be responsible for the Remediation of, and shall indemnify, defend and hold harmless Grantor, its officers, employees, agents or contractors from all liability arising out of Hazardous Substances released on the Property by the Grantee, its officers, employees, agents or contractors after Closing, and

(b) Grantee shall be responsible for the Remediation of, and shall indemnify, defend and hold harmless Grantor, its officers, employees, agents and contractors, from all liability arising out of Hazardous Substances released after Closing by third parties within the Trail Area related to the development, operation, maintenance or use of the Trail; and

(c) Grantee shall be entitled to the rights running from BNSF under Section 7 and shall be subject to the obligations running to BNSF under Section 7 to the extent that the Hazardous Substances at issue are discovered within the Trail Area as a result of Grantee's Trail Development on the Property, in which case the Grantee shall be entitled to the pro rata share of any costs paid by BNSF to Remediate such Hazardous Substances within the Trail Area, and shall be responsible for carrying out and bearing the costs of Remediation of such Hazardous Substances within the Trail Area.

**4.2.5.3** In the event Hazardous Substances are discovered on the Property, Grantor and Grantee shall promptly give notice to the other Party of such discovery and shall in good faith cooperate with one another to carry out the terms of this Agreement. Each Party shall have the right to enforce directly against BNSF the terms of the Acquisition Agreements relating to Hazardous Substances. To the extent that both Parties seek to enforce those terms, the Grantor and Grantee shall also in good faith cooperate with one another to do so.

**4.2.5.4** In the event a dispute arises between the Grantor and Grantee as to the allocation of rights and obligations between each other relating to Section 7 of the Acquisition Agreements and Grantor and Grantee are also in a dispute with BNSF under Section 7, or in the event a dispute arises between Grantee and the Grantor only as to Hazardous Substances under this Easement, but does not involve Section 7 of the Acquisition Agreements, then in either case Grantor and Grantee as between each other shall be bound to resolve the dispute through the Arbitration provisions of Section 10.4 of the Acquisition Agreements.

**4.2.6** Each party agrees that its obligations under this Section 4.2 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims

under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

#### **4.3 Dispute Resolution**

Any claim, dispute or other matter in question arising out of or related to this Easement, including any inability of Grantor and Grantee to make joint determinations called for by this Agreement ("Disputes") shall be exclusively subject to the following alternative dispute resolution procedure as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the Parties.

##### **4.3.1 Informal Process**

The Parties shall negotiate in good faith and use their best efforts to resolve any Disputes that may develop under this Agreement. The Port's Chief Executive Officer (or his/her designee) and the King County Executive (or his/her designee) along with any staff or technical persons any of the Parties desire, shall meet within seven (7) days after written request from either party and attempt to resolve a Dispute. The Parties may agree to extend the time provided for in this Section for an additional seven (7) days.

##### **4.3.2 Mediation**

If a Dispute is not resolved under the procedure set forth in Section 4.3.1, or within such additional time as the Parties mutually agree, then the Parties shall endeavor to resolve a Dispute by mediation with a mediator agreed to by the Parties. A Party shall submit a request for mediation in writing to the other Party. Mediation shall proceed in advance of legal or equitable proceedings. Any contractual or statutory deadlines, including without limitation statutes of limitation, shall be tolled pending mediation for a period of 60 (sixty) days from the date of the mediation request, unless tolled for a longer period by agreement of the parties. Final authority for settlement may be subject to the approval of the Parties' respective legislative bodies.

##### **4.3.3 Right to Litigate Contingent on Prior Effort to Mediate**

The Parties shall not commence litigation on a Dispute unless the Dispute has been properly raised and considered in the above mediation procedure. The Parties shall share equally in the costs of the mediation. Any mediation under this Agreement shall be held in King County, Washington. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

##### **4.3.4 Immediate Action**

If Grantee or Grantor reasonably determine that circumstances require immediate action to prevent or mitigate significant damage to or loss of the Property, then such Party may pursue any immediate remedy available at law or in equity without having to follow

these alternative dispute resolution procedures in this Section, and then pursue such alternative dispute resolution procedures.

#### **4.3.5 Matters Not Subject to Alternative Dispute Resolution**

This Section on alternative dispute resolution procedures shall not apply to any dispute between the Parties that also relates to a dispute with BNSF or any dispute between the Parties concerning Hazardous Substances. This Section on alternative dispute resolution shall also only apply to Disputes between the original Grantor and Grantee, and not to their respective heirs, legal representatives, successors and assigns, or TPOs, unless such parties to a Dispute agree to alternative dispute resolution, except that this Section will apply to any Disputes between Grantor and Grantee and their respective heirs, legal representatives, successors and assigns or TPOs (if applicable) related to Sections 2.1.1, 2.2.2, 2.2.3 and 3.2.1.

**4.3.6** In addition to the specific remedies set forth in this Easement, and except for the limitations on remedies for Hazardous Substances set forth in Section 4.2.5 of this Easement, Grantor and Grantee, following the alternative dispute resolution procedure called for herein, shall be entitled to all remedies in law or equity. Further, should the Grantor and Grantee be unable to make any joint determination called for by this Agreement and be unable to resolve the Dispute through the alternative dispute resolution procedure called for herein, then Grantor and Grantee agree that a Court shall have the authority to decide the terms of the joint determination in question.

#### **4.4 Litigation Regarding Title; Encroachments**

**4.4.1** Grantor makes no warranty of title as to the Property or the Easement. If Grantor or Grantee receives any written document or lawsuit challenging or questioning Grantor's title to any portion of the Property, then within ten (10) business days of receipt the receiving Party shall transmit to the other Party a copy of such document. Grantor and Grantee shall in good faith cooperate and confer with one another as to the appropriate response to any such challenge in order to carry out the Parties' intended uses of the Property as expressed in the Easement.

**4.4.2** Should either Party identify an unauthorized encroachment on the Property, such party shall reasonably promptly notify the other in writing, and the Parties shall in good faith cooperate and confer with one another as to the appropriate action to take with regard to the encroachment in order to carry out the Parties' intended uses of the Property as expressed in the Easement.

#### **4.5 Taxes**

**4.5.1** Grantee shall be solely responsible to pay on a current basis any taxes and assessments related to the Property, if any, including without limitation real property ad valorem taxes, special benefit assessments and other governmental impositions (collective "Taxes") that may apply to its interests in the Property, its activities upon the Property, or its

improvements to the Property, including all stormwater management fees assessed by any jurisdiction in which the Trail Area is located that are triggered by or arising from Grantee's exercise of its Trail rights and obligations on the Property under Section 2.1 of this Easement. Grantor shall be solely responsible to pay on a current basis any Taxes that may apply to its activities upon the Property, or its improvements to the Property, and to require any third party with an interest in the Property or any TPO to pay on a current basis any Taxes that may apply to their respective interests in the Property, activities upon the Property, or improvements to the Property. Nothing contained herein shall modify the Parties' respective rights to contest any such Tax, and neither party shall be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such Taxes.

#### **4.6 Effect of Easement; Assignment**

This Easement creates a servitude running with the land that comprises the Property. It conveys an easement that is appurtenant to, for the benefit of, and shall run with Grantee's regional system of trails and parks and all real property and real property interests now owned or hereafter acquired for park or trail purposes by Grantee and its heirs, legal representatives, successors and assigns. The terms and conditions contained in this Easement shall also be deemed covenants running with the land that comprises the Property, and shall bind the Grantor, and its heirs, legal representatives, successors and assigns. The terms "Grantor" and "Grantee" are expressly defined to mean the Port of Seattle and King County, respectively, and their respective heirs, legal representatives, successors and assigns. Grantee may assign its rights in this Easement to another entity so long as such entity is approved by the STB as a replacement Interim Trail User and assumes all Railbanking Obligations associated therewith, and so long as such entity is approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

#### **4.7 Headings**

The headings in this Easement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of the Easement rights and the covenant obligations that it embodies.

#### **4.8 Neutral Authorship**

Each party has been represented by counsel in connection with the negotiation, execution and delivery of this Easement. Each of the provisions of this Easement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Easement.

#### **4.9 Governing Law; Jurisdiction and Venue; Attorneys' Fees**

The laws of the State of Washington shall govern the interpretation and enforcement of this Easement. The parties agree that the Superior Court in King County, Washington, shall be the sole and exclusive venue for any action or legal proceeding for an alleged breach of any of the terms and conditions set forth herein, or to enforce, protect, determine or establish any term, covenant or provision of this Easement or the rights hereunder of either party; and the parties hereby agree to submit to the personal jurisdiction of said court. If either party brings such an action or legal proceeding, the prevailing party shall be entitled to recover from the non-prevailing party, as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs, including those incurred upon appeal, as may be fixed by the court.

#### **4.10 Severability**

If any provision of this Easement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable unless striking such provision materially alters the intention of the parties. If a court finds that any provision of this Easement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **4.11 Non-Waiver**

The failure of either party to enforce any provision of this Easement shall not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Easement.

#### **4.12 Entire Agreement; Relation to Master Agreement and Acquisition Agreements**

This Easement, the Acquisition Agreements and the Interlocal set forth the entire agreement between the Parties with respect to the subject matter hereof, and are intended by the Parties to be read in harmony with one another. There are no understandings or agreements between the parties respecting the subject matter hereof, written or oral, other than as set forth in those documents. If, however, there is any conflict between this Easement and the Interlocal, or between this Easement and the Acquisition Agreements, then the terms of this Easement shall control. This Easement may be amended by the mutual written agreement of the Parties.

IN WITNESS WHEREOF, the said Grantor and Grantee have signed this \_\_\_\_\_  
day of \_\_\_\_\_, 2008.

GRANTOR

PORT OF SEATTLE  
Approved as to Form:

By \_\_\_\_\_  
General Counsel

By \_\_\_\_\_  
Tay Yoshitani  
Chief Executive Officer

KING COUNTY  
Approved as to Form:

By \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

By \_\_\_\_\_  
Ron Sims  
King County Executive





**EXHIBIT 1**

**LEGAL DESCRIPTION FOR THE PROPERTY**

## TRAIL USE AGREEMENT

THIS TRAIL USE AGREEMENT (this "**Agreement**") is made as of December 18, 2009, by and between BNSF Railway Company, a Delaware corporation ("**BNSF**"), and King County, Washington, a political subdivision and body corporate and politic of the State of Washington ("**County**") (each, individually, a "**Party**" and, collectively, the "**Parties**").

### RECITALS

WHEREAS, BNSF is the owner of that certain real estate known as the "Woodinville Subdivision", located in King County, Washington, and Snohomish County, Washington (the "**Woodinville Subdivision**" or "**Subdivision**") and conducts rail operations over the Subdivision from the City of Renton, Washington to the City of Snohomish, Washington; and

WHEREAS, the Port of Seattle ("**Port**") has negotiated with BNSF a purchase and sale agreement pursuant to which the Port intends to acquire the Subdivision, and the County is a party to those agreements and has contributed to the purchase price for the purpose of railbanking a portion of the Subdivision; and

WHEREAS, the Port does not desire to take on any rail operating responsibility with respect to the Subdivision, and, accordingly, BNSF sought abandonment of its rail common carrier obligation on three segments of the Subdivision, and will transfer its rail operating responsibility on the remainder to a short line operator; and

WHEREAS, the County desires to convert three segments of the Subdivision to public trail use and potentially other public purposes, and, accordingly, the County and BNSF desire to enter into this Agreement for railbanking and for public space pursuant to and in accordance with 49 C.F.R. 1152.29 and Section 8(d) of the National Trails System Act (also known as the "Rails-to-Trails Act"), 16 U.S.C. 1247(d) (collectively, and as any of the foregoing may hereafter be amended or interpreted by binding judicial or administrative authority, the "**Railbanking Legislation**"); and

WHEREAS, the purpose of this Agreement is to delineate the responsibilities of each of the Parties pursuant to the Railbanking Legislation, as such responsibilities may be appropriately allocated during each phase of the development and use of a trail or other facilities by the County; and

WHEREAS, the Parties acknowledge that any railbanking, trail use or other public purpose proposed by the County, including this Agreement, will be subject to the authorization and jurisdiction of the Surface Transportation Board ("**STB**" or the "**Board**"); and

WHEREAS, the Parties acknowledge that STB authorization has been obtained upon the issuance of a Notice of Interim Trail Use ("**NITU**") for each segment of the Subdivision being abandoned by BNSF in accordance with the Board's rules and procedures; and

WHEREAS, the Parties acknowledge that the County has applied for, obtained and is the holder of the NITUs, and, further, the County acknowledges that, pursuant to the requirements of the Railbanking Legislation, freight service may be reactivated on the three segments of the Subdivision and the County must make the three segments of the Subdivision available for such reactivation of freight service; and

WHEREAS, subject to the request of the Port or other requests for service reactivation, the Parties intend that the County is also obtaining the right and obligation to permit or effect reactivation,

which has been approved by the STB, and pursuant thereto to permit the person requesting reactivation to take such steps as may be required to permit or effect that reactivation; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and the County's contribution to the purchase price of the Subdivision and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF and the County agree as follows:

## **A G R E E M E N T**

### **1. RAIL LINES BEING RAILBANKED**

The segments of the Subdivision being railbanked are located: (a) between milepost 5 and milepost 10.6; (b) between milepost 11.25 and milepost 23.90; and (c) between milepost 0.0 and milepost 7.3 of the Redmond Spur (collectively the "**Railbanked Segments**") A map of the Subdivision with an indication of the three Railbanked Segments is attached hereto as **Exhibit B**.

### **2. RAILBANKING OBLIGATIONS**

(a) Unless otherwise defined in this Agreement, terms used herein will have the meanings defined in the Railbanking Legislation.

(b) For the purposes of this Agreement, authorization by the STB of the County's trail use will be referred to herein as the "**NITUs**".

(c) Pursuant to 49 C.F.R. 1152.29, the County assumes the following obligations in respect to the Railbanked Segments in accordance with the Statement of Willingness to Assume Financial Responsibility required as a condition precedent to the issuance of a NITU (the "**SWAFR**"), the form of which is attached to this Agreement as **Exhibit A**, and otherwise in accordance with the Railbanking Legislation: (i) all responsibility for the management of the Railbanked Segments; (ii) all responsibility for all legal liabilities arising out of or relating to the transfer, use, possession, management, operation or control of the Railbanked Segments; and (iii) all other obligations arising under the NITUs, the SWAFR, and/or the Railbanking Legislation as it applies to the Railbanked Segments.

(d) BNSF hereby transfers to the County the right and/or obligation to permit reactivation of the Railbanked Segments for rail service. King County has obtained authorization for the transfer of BNSF's right to restart rail service from the Surface Transportation Board.

(e) The Parties agree that this Agreement will constitute prima facie evidence of a valid and continuing purpose on the part of the County to initiate interim trail use along the Railbanked Segments.

### **3. TERMINATION OF NITU**

It is the understanding and intent of the parties that all right and/or obligation to permit reactivation of the Railbanked Segments for rail service has been transferred by BNSF to County and that BNSF no longer retains any such right or obligation. If notwithstanding this the STB receives a request from BNSF that rail service be restored on all or portion(s) of the Railbanked Segments, the County agrees that it will make its interest in the corresponding portion(s) of the Railbanked Segments available for such restoration and BNSF will compensate the County for such interests and any improvements that have been made by the County on the Railbanked Segments at their then fair market value. If (a) the

County, after the date of this Agreement, has removed any railroad tracks or any railroad equipment or supporting apparatus within the portion(s) of the Railbanked Segments being reactivated pursuant to such a request by BNSF, or (b) any equipment or improvements ("**Post-Railbanking Installations**") installed on the portion(s) of the Railbanked Segments being reactivated pursuant to such a request by BNSF after the date of this Agreement would prevent or otherwise impede the restoration of rail service, then BNSF will either restore any required railroad infrastructure or remove any Post-Railbanking Installations at its sole expense, and will undertake at its sole expense any work necessary to restore rail service on the portion(s) of the Railbanked Segments. In the event of a request to reactivate service on any Railbanked Segment(s) pursuant to such a request by BNSF and of the receipt of any required approvals by the STB, the County will cause the NITUs to be vacated on the subject Railbanked Segment(s), in whole or in part, and will file at the STB any required notice and/or other information as may be necessary at that time.

#### 4. NOTICES

Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall either be: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered via facsimile, with confirmation of receipt with an original deposited postage prepaid in the first class mails of the United States. Such notices shall be addressed to County at:

County  
King County Office of the Executive  
701 Fifth Avenue  
Suite 3210  
Seattle, WA 98104  
ATTN: Chief of Staff

With an additional copy to:

Office of the King County Prosecuting Attorney  
Civil Division  
400 King County Courthouse  
516 Third Avenue  
Seattle, WA 98102  
ATTN: Chief Civil Deputy

or to BNSF at:

BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131  
ATTN: Rick Weicher  
Fax No.: 312-850-5677

With an additional copy to:

BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131  
Attn: David Rankin

or to such person and at such other addresses as either Party may at any time or from time to time designate for itself by notice in accordance herewith. Each such request, notice, demand, authorization, direction, consent, waiver or other document shall be deemed to be delivered to a Party when received at its address set forth or designated as above provided.

## 5. GENERAL TERMS

(a) Entire Agreement. This Agreement, together with any amendments or exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may be modified only by a writing executed by the Parties.

(b) No Third Party Beneficiaries. Except as otherwise provided in this Agreement, nothing contained in this Agreement, in any provision or exhibit to this Agreement, or in any agreement or provision included in this Agreement by reference, will operate or be construed as being for the benefit of any third person.

(c) Parties. Wherever used in this Agreement, the terms "BNSF" and "County" shall be construed in the singular or plural as the context may require or admit, and shall include the permitted successors and assigns of such parties.

(d) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

(e) Governing Law; Headings; Rules of Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to the conflicts of laws or choice of law provisions thereof. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

(f) No Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

(g) Assignability. The County may assign this Agreement at its discretion, subject to regulatory requirements for transfer of the NITUs.

(h) Time is of the Essence. Time is of the essence in the performance of each Party's obligations under this Agreement.

(i) Incorporation of Exhibits. All exhibits attached to this Agreement will be incorporated by this reference and made a part of this Agreement for all purposes.

(j) Multiple Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

(k) Waiver of Trial by Jury, Venue and Personal Jurisdiction. BNSF AND THE COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT. King County Superior Court or the Federal District Court for the Western District of Washington, both in King County, Washington, shall be the sole and exclusive venues for any action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either Party; and the Parties hereby agree to submit to the personal jurisdiction of said courts.

(l) Relationship. Nothing in this Agreement shall be deemed or construed by the Parties, nor by any other person, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.

(m) Authorization. BNSF represents and warrants that it has obtained all necessary corporate approvals authorizing the execution and delivery of this Agreement, and that the execution and delivery of this Agreement will not violate the articles of incorporation or bylaws of such corporation, and will not constitute a material breach of any contract by which such corporation is bound. The County represents and warrants that it has obtained all necessary legislative approvals authorizing the execution and delivery of this Agreement, and that the execution and delivery of this Agreement will not violate the County's Charter or code, and will not constitute a material breach of any contract by which the County is bound.

(n) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized signatory, effective as of the day and year first above written.

BNSF RAILWAY COMPANY

By: Richard E. Weicher  
Name: Richard E. Weicher  
Title: Vice President & General Counsel - Regulatory

KING COUNTY

By: Dow Constantine  
Name: Dow Constantine  
Title: King County Executive

## **EXHIBIT A**

### **To Trail Use Agreement**

### **Form of Statement of Willingness to Assume Financial Responsibility**

#### **Statement of Willingness to Assume Financial Responsibility**

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29, King County, a political subdivision and body corporate and politic of the State of Washington (Interim Trail User) is willing to assume full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against the right-of-way. The property extends from: (1) railroad milepost 5.0 on the Woodinville Subdivision near \_\_\_\_\_ (Station Name), to railroad milepost 10.60, near \_\_\_\_\_ (Station name), a distance of 5.6 miles in King County, Washington; (2) railroad milepost 11.25 on the Woodinville Subdivision near \_\_\_\_\_ (Station Name), to railroad milepost 23.8 , near \_\_\_\_\_ (Station name), a distance of \_\_\_\_\_ miles in King County, Washington; and (3) railroad milepost 0.0 on the Redmond Spur near \_\_\_\_\_ (Station Name), to railroad milepost 7.3, near \_\_\_\_\_ (Station name), a distance of 7.3 miles in King County, Washington. The right-of-way described in item (1) is part of a line of railroad proposed for abandonment in STB Docket No. AB-6 (Sub-No. 464X). The right-of-way described in item (2) is part of a line of railroad proposed for abandonment in STB Docket No. AB-6 (Sub-No. 465X). The right-of-way described in item (3) is part of a line of railroad proposed for abandonment in STB Docket No. AB-6 (Sub-No. 463X).

King County acknowledges that use of the right-of-way is subject to the user continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service.

**EXHIBIT B**  
**To Trail Use Agreement**

**Map of Three Railbanked Segments**  
**(Attached)**

# BNSF Woodinville Subdivision (N. Renton to Snohomish)

Existing Rail Lines and Regional Trails

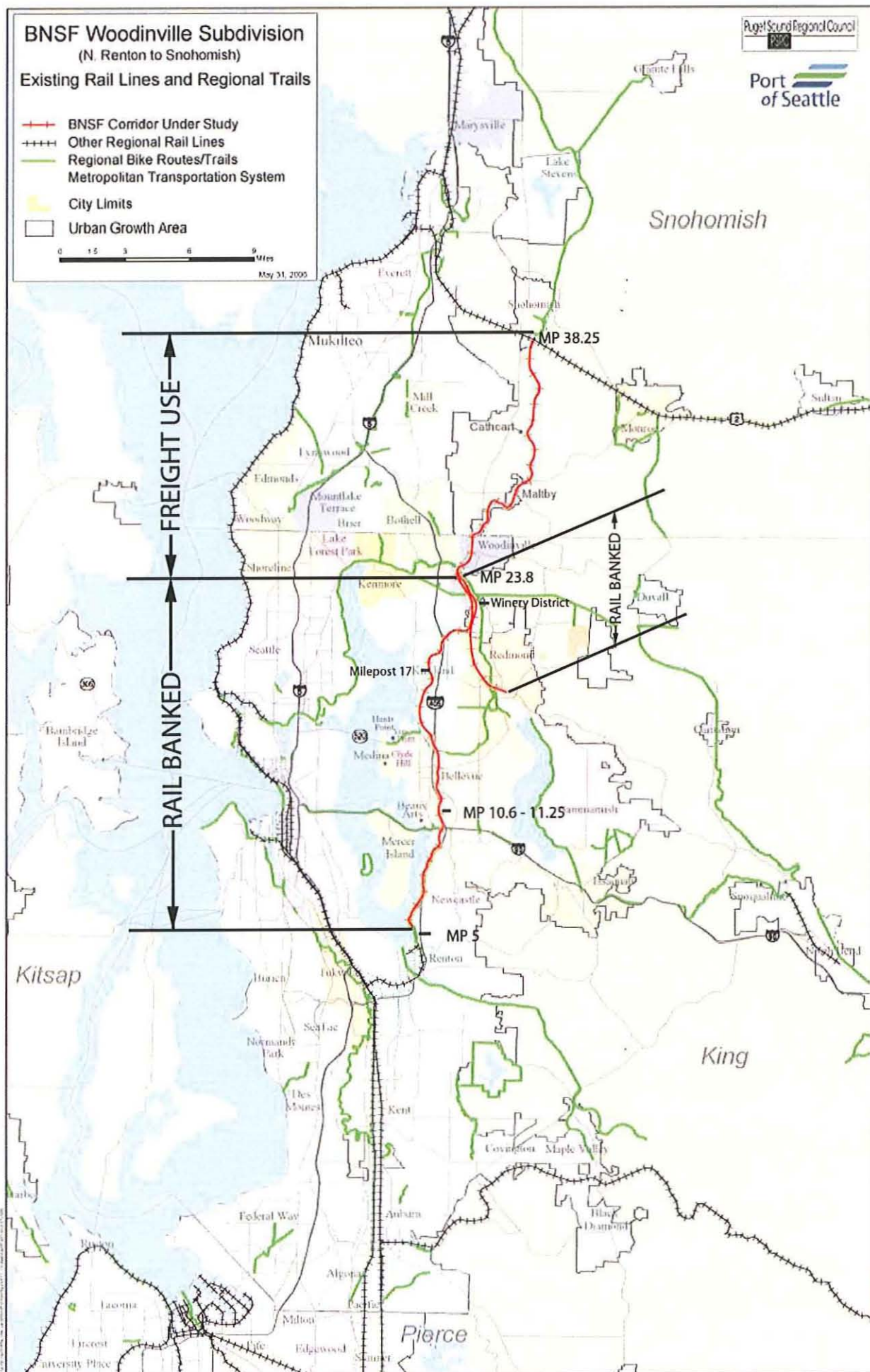
- BNSF Corridor Under Study
- - - Other Regional Rail Lines
- Regional Bike Routes/Trails  
Metropolitan Transportation System
- City Limits
- Urban Growth Area

0 1.5 3 6 9 Miles

May 31, 2009

Puget Sound Regional Council

Port of Seattle



SELLER(S) ESTIMATED CLOSING STATEMENT

Prepared by  
PACIFIC NORTHWEST TITLE COMPANY  
215 COLUMBIA STREET, 4TH FLOOR  
SEATTLE, WASHINGTON 98104-1511  
(206) 622-1040 OR 1-800-634-5544

---

Seller(s): BNSF RAILWAY COMPANY  
Buyer(s): PORT OF SEATTLE KING COUNTY  
Lender:  
Property: VACANT LAND-DONATION CLAIM  
Est Closing Date: Proration Date:  
Escrow Officer: STEPHANI OWENS  
File Number: 50119569A

---

	DEBIT	CREDIT
SUBTOTALS:		
BALANCE DUE FROM SELLER:		0.00
TOTALS:		

---

The undersigned acknowledge the above information was assembled from sources other than this company and therefore, this company cannot guarantee the accuracy thereof. Interest on existing liens is figured to the date indicated and additional interest may have to be collected, if necessary to secure release from the lienholder. We approve the foregoing settlement statement, in its entirety, authorize payments in accordance therewith and acknowledge receipt of a copy thereof.

The Seller and Purchaser further acknowledge that all estimated statements are subject to audit and correction for error and omission.

---

BNSF RAILWAY COMPANY

BY: David Rankin BY: \_\_\_\_\_  
Senior General Attorney

PACIFIC NORTHWEST TITLE COMPANY  
BY: \_\_\_\_\_



PLEASE TYPE OR PRINT

# REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

This form is your receipt when stamped by cashier.

☒ Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>BNSF RAILWAY COMPANY</u>	BUYER GRANTEE	2 Name <u>GNP RLY, INC.</u>
	Mailing Address <u>2500 LOU MENK DRIVE-AOB3</u>		Mailing Address <u>P.O. BOX 1675</u>
	City/State/Zip <u>FORT WORTH, TEXAS 76131</u>		City/State/Zip <u>BELLEVUE, WA. 98009</u>
	Phone No. (including area code)		Phone No. (including area code)
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name _____		List assessed value(s)	
Mailing Address _____		_____ <input type="checkbox"/>	
City/State/Zip _____		_____ <input type="checkbox"/>	
Phone No. (including area code) _____		_____ <input type="checkbox"/>	

4 Street address of property: VACANT LAND-RAIL TRACK

This property is located in King County

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

PNWT W-20611-9

<p>5 Select Land Use Code(s):</p> <p><u>41 - Railroad/transit transportation</u></p> <p>enter any additional codes:</p> <p>(See back of last page for instructions)</p> <p>Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<p>7 List all personal property (tangible and intangible) included in selling price:</p> <p>Said document(s) were filed for record by Pacific N.W. Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.</p> <p>If claiming an exemption, list WAC number and reason for exemption:</p> <p>WAC No. (Section/Subsection) _____</p> <p>Reason for exemption</p> <p>QUIT CLAIM OF EASEMENT RIGHTS ONLY.</p> <p>Type of Document <u>QUIT CLAIM DEED-FREIGHT EASEMENT</u></p> <p>Date of Document <u>12/18/09</u></p> <table border="0"> <tr> <td>Gross Selling Price \$</td> <td>0.00</td> </tr> <tr> <td>*Personal Property (deduct) \$</td> <td></td> </tr> <tr> <td>Exemption Claimed (deduct) \$</td> <td></td> </tr> <tr> <td>Taxable Selling Price \$</td> <td>0.00</td> </tr> <tr> <td>Excise Tax : State \$</td> <td>0.00</td> </tr> <tr> <td><u>0.0050</u> Local \$</td> <td>0.00</td> </tr> <tr> <td>*Delinquent Interest: State \$</td> <td></td> </tr> <tr> <td>Local \$</td> <td></td> </tr> <tr> <td>*Delinquent Penalty \$</td> <td></td> </tr> <tr> <td>Subtotal \$</td> <td>0.00</td> </tr> <tr> <td>*State Technology Fee \$</td> <td>5.00</td> </tr> <tr> <td>*Affidavit Processing Fee \$</td> <td></td> </tr> <tr> <td>Total Due \$</td> <td>10.00</td> </tr> </table> <p>A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS</p>	Gross Selling Price \$	0.00	*Personal Property (deduct) \$		Exemption Claimed (deduct) \$		Taxable Selling Price \$	0.00	Excise Tax : State \$	0.00	<u>0.0050</u> Local \$	0.00	*Delinquent Interest: State \$		Local \$		*Delinquent Penalty \$		Subtotal \$	0.00	*State Technology Fee \$	5.00	*Affidavit Processing Fee \$		Total Due \$	10.00
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Subtotal \$	0.00																										
*State Technology Fee \$	5.00																										
*Affidavit Processing Fee \$																											
Total Due \$	10.00																										
<p>6</p> <p>Is this property designated as forest land per chapter 84.33 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Is this property receiving special valuation as historical property per chapter 84.26 RCW? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If any answers are yes, complete as instructed below.</p> <p>(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.</p> <p>This land <input type="checkbox"/> does <input type="checkbox"/> does not qualify for continuance.</p> <p>DEPUTY ASSESSOR _____ DATE _____</p> <p>(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.</p> <p>(3) OWNER(S) SIGNATURE</p> <p>PRINT NAME _____</p>																											

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.	
Signature of Grantor or Grantor's Agent <u>Stephanie A. Owens</u>	Signature of Grantee or Grantee's Agent <u>Stephanie A. Owens</u>
Name (print) <u>Stephanie A. Owens</u>	Name (print) <u>Stephanie A. Owens</u>
Date & city of signing: <u>12-18-09 Seattle</u>	Date & city of signing: <u>12-18-09 Seattle</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001ae (07/07/09)

THIS SPACE - TREASURER'S USE ONLY

No. 5146007 8/31/2009 3:45 PM  
Thank you for your payment.  
SHELLEY

226605